

# CALL OF DUTY® MOBILE INDIA CUP OFFICIAL RULES

## 2020-21 Season

Dec 10th, 2020

### Introduction

Activision Publishing, Inc. along with Loco have created the **Call of Duty® Mobile India Cup** (“**Tournament**”) to serve as the fan-centric Call of Duty® Mobile competition . Tournament competition consists of Call of Duty Mobile Online Tournaments (collectively, “**CODM Online**”). These Call of Duty® Mobile India Cup Official Rules, including any updates, amendments or supplements thereto (“**Official Rules**”) codify the rules and standards of conduct that will apply as a condition to participation in the Tournament. These Official Rules apply to all Teams, Team Owners, Team Managers, Team Staff, and Players (“**Participants**”) who are actively participating in CODM Online or any event related

to CODM Online, or plan to participate in any current or future event related to CODM Online. These Official Rules have been designed to ensure the integrity of all Tournament competitions, to protect the image and reputation of the Tournament and the Franchise (as defined herein), and to create a consistent and high-quality experience for members of the public that view the Tournament events.

These Official Rules form a contract between Participants, on the one hand, and Activision/LoCo and its affiliates who are engaged in operating the Tournament (collectively, the “**Administration**”), on the other hand. These Official Rules establish the general rules of online Tournament play and offline Tournament activities, including rules governing player eligibility, Tournament structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms.

**By entering and participating in the Tournament, Participants agree to share contact information and game data with Call of Duty Mobile, and its affiliates in accordance with applicable entities’ Privacy Policy.**

Each Participant is required to read, understand, and agree to these Official Rules before participating in the Tournament.

If a provision of these Official 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 Official Rules or the validity or enforceability in other jurisdictions of any other provision of these Official Rules.

Violation of these Official Rules may subject a Participant to discipline, including, but not limited to game/match forfeitures, prize forfeitures, fines, disqualification/removal from the Tournament and legal claims, at the Administration’s sole discretion, as further described herein.

# 1. ACCEPTANCE OF OFFICIAL RULES.

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

- By signing a Tournament Participation Form ;

1.2 **Changes to and Enforcement of these Official Rules.** The field of professional esports competitions is still relatively new and changing rapidly, and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Activision and Administration (a) may update, amend or supplement these 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. Activision reserves the right to make any decisions on cases not specifically covered by these Official Rules to preserve the spirit of fair competition and sportsmanship. Activision's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Activision's sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Tournament event in which the changed rules will apply. Participation in a Tournament will constitute acceptance of the changed rules.

1.3 **Applicability of these Rules.** These Official Rules are intended to provide comprehensive background rules for all aspects of the Tournament. For CODM Online, these Official Rules are in addition to the Terms of Service, Privacy Policy and all rules governing the use of the Call of Duty Mobile app). The current versions of each policy are available at:

## Call of Duty Mobile

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

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

**1.4 Additional Authority.** The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests of the Call of Duty® video game franchise, including without limitation Call of Duty® Mobile (collectively, “**Franchise**”), any person or entity who is associated with Franchise or Administration to provide products or services for the Tournament, any authorized person or entity to create and/or publish media for any reason at any time during the Tournament (“**Press**”), and any person who is present at an event related to the Tournament (“**Attendee**”). All decisions made by the Administration are final.

## **2. PLAYERS**

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

2.1.1 Be in good standing with respect to any Call of Duty Mobile Account, Activision (“Player Accounts”), with no undisclosed violations of Activision’s End User License Agreement;

2.1.2 Be over the age of eighteen (18) prior to participating in any CODM Online or CODM LAN competition in the region;

2.1.3 For CODM Online, reside and compete in the region (India) associated with their Player Account. Regional eligibility for CODM Online is as follows:

2.1.4 Not be on the Roster of more than one Team at the same time;

2.1.5 Agree to be bound by these Official Rules, Activision’s End User License Agreement, and the decisions of Activision and the Administration;

2.1.6 hold a valid passport or other governmental authorization required for your participation.

### **2.2 General Eligibility**

2.2.1 Activision/Loco shall have, in its sole and absolute discretion, the right to determine the eligibility of any and all Participants. Players acknowledge that the eligibility determination of Activision is final, and that the eligibility status of any Participant or player may change at any time.

**2.3 Player names.** Players must use an acceptable name in the Tournament competition. If a Player does not use his or her legal name, Administration reserves the right to restrict or change a Player's tag, handle, or other name in its sole discretion. Administration reserves the right to revoke the eligibility of any Player whose COD Mobile username or Activision IDs offensive, toxic, incorporates any Activision or third party intellectual property, or is deemed to be inappropriate or unacceptable by Administration, to be determined at the sole discretion of the Administration.

- 2.3.1 Player names may not include a sponsor name.
- 2.3.2 Player names may not include a product name or description.
- 2.3.3 Player names may not include any words that are purely commercial.
- 2.3.4 Player names must comply with these Rules.
- 2.3.5 Player names must not include celebrity names or monikers.
- 2.3.6 Players may not use names of Call of Duty League players or teams.
- 2.3.7 For Stage 3 and beyond, Players cannot change their name mid-tournament.

### **3. TEAMS ( League )**

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

**3.1 CODM Online Roster Requirements.** For a Team to be fully registered and eligible to compete in CODM Online, they must complete the following:

3.1.1 Have 5 players who have accepted the Official Rules and agreed to be on the Team. Teams also have the option of including a 6th Substitute Player (“**Substitute**”) on their Roster and this Player must also have accepted the Official Rules and agreed to be on the Team in order to be eligible to compete.

3.1.2 All players have met the eligibility requirements above and have entered their Activision accounts into any required fields.

### 3.2 **CODM Online Roster Lock Timing.**

#### 3.2.1 **Stage 1 Registration.**

**Registration for the Tournament ends 7th January 2021.**

3.2.2 **Player Replacement Policy.** In the event that a Team that has qualified beyond Stage 4 but are unable to meet the minimum roster requirements of five (5) eligible Players due to extenuating circumstances, Teams may request in writing to field a replacement player (a “**Replacement Player**”). At Administration’s sole discretion, the Team will be allowed to field one (1) additional player only using the following criteria:

- a) Teams must identify a Replacement Player within 24 hours of the Administration approving the request
- c) Replacement Player must accept the Official Rules.

In the case of a Team being unable to find a Replacement Player in the allotted amount of time, they will be disqualified from the Tournament and their qualifying spot will be awarded to the next eligible Team from their respective Regional Qualifier or Playoff tournament at the Administration’s discretion. No more than one (1) Replacement Player per Team. Teams who fail to meet roster requirements will be disqualified from the Tournament, and their spot will be awarded to the next eligible Team, at the Administration’s discretion.

3.3 **CODM Online Team Content.** The Team Leader (as defined below), can change the team name, blast message and logos. The images and information submitted must be appropriate and cannot violate the above-referenced Terms of Service. Attempting to bypass the automatic censor by misspelling, inserting spaces or symbols, transposing letters, using look-alike symbols, or any other method is not

allowed. Teams that attempt to bypass the censor will be subject to penalties, including potentially disqualification.

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

**Team Leader:**

- Edit Team Content (i.e. Team name, description, hero and logo image)
- Disband team
- Invite and Kick players
- Create, accept and play in matches
- Report match results and match issues

**Team Member:**

- Play in matches

**3.8 Team Name.** Team Names may be reviewed by the Administrator. Team Names may be denied at any time that may not reflect the professional standards of Activision or the Administration. Effected teams will be required to submit and play under another approved name. Team Name restrictions include, but are not limited to:

- Team names and logos cannot include any sponsor unless approved by Administration.
- Team names and logos cannot include any product name or description.
- Team names and logos may not include any words that are purely commercial.
- Team names and logos may not include profanity or any offensive words.
- Team names and logos may not include any geographic identifiers.
- Team names and logos may not include any Call of Duty League team names or marks.

## 4. TOURNAMENT COMPETITIVE STRUCTURE, POINTS, GAME RULES AND FORMAT.

4.1 **Operating Systems and Devices:** Mobile handset or tablet devices running iOS 9.0 or higher excluding iPhone 5s, iPhone 6, iPhone 6 Plus. Mobile handset or tablet devices running Android 5.1 or higher.

4.2 **Game.** The featured title for the Tournament will be Call of Duty® Mobile

4.3 **Equipment.** Players must compete on an eligible handset or tablet and may not use an external device or attachment of any kind that modifies the game's controls (e.g. bluetooth controllers, wired controllers, mouse, keyboard etc.) without the express consent of the Administration. Players may not compete using any desktop emulator. The Administration reserves the right to investigate any Player deemed in violation. Players who are found to be in violation may be disqualified from participating in any future Call of Duty® Mobile tournaments.

4.4 **Facecam.** Teams in Call of Duty® Mobile India Pro Cup, playing from the same geographic location are required to report it to the administration latest by 31st January ,2021. Such teams are required to be on a **google meet** call with the administration with the player's face clearly visible. A maximum of two players per facecam are permitted.

4.5 **Tournament Structure.**

### ***Call of Duty Mobile India Cup Open***

In this phase of the tournament 2048 open teams fight each other in an open qualifier format ( K.O ) . (Open - Any one can Take part )

### ***Call of Duty Mobile India Pro Cup***

The 16 finalists team from the open are joined by 4 Invited Pro. Teams, to play in a round robin league format where each team plays the other and a leaderboard ( Points Table ) is maintained for the league.

Total Prize Pool	35,00,000	For All Tournaments Combined

Prize Pool For Final Tournament	25,00,000	COD Pro Cup
Prize Pool For Open Tournament	10,00,000	COD Open
1st	10,00,000	COD Pro Cup
2nd	5,00,000	COD Pro Cup
3rd	3,00,000	COD Pro Cup
4th	2,00,000	COD Pro Cup
5th	1,00,000	COD Pro Cup
6th	1,00,000	COD Pro Cup
7th	50,000	COD Pro Cup
8th	50,000	COD Pro Cup
MVP	1,00,000	COD Pro Cup
Play Of the Tournament	50,000	COD Pro Cup
Most Kills By a Player	50,000	COD Pro Cup
Total	25,00,000	COD Pro Cup
1st	5,00,000	COD open
2nd	2,50,000	COD open
3rd	1,50,000	COD open
4th	1,00,000	COD open
Total	10,00,000	COD open

#### 4.5.1 **MODES AND TOURNAMENT STRUCTURE**

##### **SEARCH AND DESTROY**

total of 6 rounds

first 3 rounds to save the objective and defend the attackers from planting the bomb

second 3 rounds to attack the objective and plant the bomb

in case the bomb is planted you get 45 sec to defuse the bomb

Once killed you will be respawned in the next round.

## **DOMINATION**

Consisting of 2 rounds

there are 3 objectives in the map A (alpha), B (bravo) and C (charlie)

first team to reach 150 points wins the match

Time Limit : 300 secs

## **HARDPOINT**

Secure a particular location as hardpoint

Kill the enemy in hardpoint and secure points

first team to reach 150 points wins the match

Time limit : 300 secs

### **4.5.2. TOURNAMENT STRUCTURE**

#### **BEST OF THREE**

**The matches in best of three format will have following rounds in the following order**

**Hardpoint**

**Domination**

**Search and Destroy(if required)**

**The first team to win two rounds wins the match.**

## **BEST OF FIVE**

**The matches in best of five format will have following rounds in the following sequential order**

**Search and Destroy**

**Hardpoint**

**Domination**

**Hardpoint (if required)**

**Search and Destroy (if required)**

## **BANNED ITEMS :**

- NA-45 sniper rifle
- Transform shield
- Emotes/sprays
- Care package [Pro Cup only]

## **5. CODM Online Tournament Rules & Match Reporting.**

**5.1 Delays.** Teams may not delay the start of a Game or Match beyond its scheduled start time, without the approval of an Administration official.

**5.2 Lag.** In the event that lag occurs, the Game should be completed. For CODM Online, the Player(s) that are experiencing lag should take video proof, and provide it to tournament live support after the Game has concluded. If lag is occurring, it is recommended that multiple Players provide proof of the lag. Leaving the game prematurely may result in a forfeit of the round or Game.

**5.3 Disconnections.** If a Player disconnects within the first thirty (30) seconds and/or before the first kill, the game should be ended. All players must leave the game

and restart the Game. If a player disconnects after the first thirty seconds (30) and/or the first kill, the Game must be continued and the disconnected Player should rejoin the Game. If the team with the disconnected Player leaves the lobby, their team may forfeit the round/Game in question. The Administration reserves the right to make the final decision in any disconnect situations.

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

**5.5 Team Killing.** Deliberate and repeated team-killing or committing suicide on purpose to gain an advantage will result in a forfeit of the Game. If a team is accused of violating this rule, the accuser must provide valid video proof. Complete the Match and then report the outcome.

**5.6 Team Switching.** Team changing in-game is not allowed. If a Player joins the wrong team upon launch, the Game will be restarted. Abuse of this rule may result in a forfeit of the Game. If a Player changes teams after the first kill, the offending team will forfeit the Game.

**5.7 Game Altering Bugs.** Bugs are defined as errors, flaws, or failures that produce an incorrect, unexpected, or unintended result during the course of gameplay. For the purposes of procedure in regards to the occurrence of Bugs during live gameplay, and at the discretion of the Administration, Bugs are separated into two categories.

**5.8 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.

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

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

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

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

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

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

5.15 **No Shows.** All no shows must be verified by an Administration official. The no show grace period time is five (5) minutes after the match's original start time. For example, if a match is scheduled for 10:00 PM, the no show time for this match would be 10:05 PM. For the entire lobby of ten players to join , the time limit is 2-3 minutes after the match's original start time after which the team with the most players in the lobby wins by default . All decisions regarding the outcome of the matches will be in the hands of the moderators of the match.

5.18 **Concessions.** Teams may request that they be allowed to concede victory of a Game or Match. Teams may request that their opponent not receive a forfeit penalty. An Administration official must be contacted with these requests.

5.19 **Dispute Evidence.** In the event of a dispute, please provide video / screenshot proof to live support. If a Player is not able to access live support, a Match: Scores Dispute ticket should be created. The URL for the image(s)/video must be attached to a dispute ticket. The issue must be clearly stated as well as the time in the video in which the issue occurred, and/or what the Administration official should be looking for in the picture/video.

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

## 6. SPONSORSHIP RESTRICTIONS

6.1 Teams and Players may acquire individual sponsorships. Teams and Players may not engage in joint negotiations or otherwise cooperate or coordinate with one another in the marketing or negotiation of sponsorships. Administration reserves the right to restrict sponsor involvement in Tournament activities, and all sponsorships used in connection with Tournament activities are subject to approval. Teams and

6.2 Teams and Players are prohibited from using any Call of Duty League or Tournament live or on-demand stream; Call of Duty League or Tournament match highlights or other footage; Franchise game images, game-related logos, artwork, animations; or other protected intellectual property owned or controlled by Activision or its affiliates (collectively, “**Game Materials**”) in connection with any third party sponsorships, advertising, promotions, or marketing.

6.3.1 Video game platforms. This category includes gaming consoles such as Sony PS4 and Microsoft Xbox as well as PC-based gaming platforms such as HP Omen and Alienware Steam Machine and other dedicated video game platforms.

6.3.2 Energy drinks, soft drinks and water. This category includes brands such as Coke, Pepsi, Red Bull and Monster.

6.3.3 Mobile Devices. This category includes brands such as Apple, Samsung, & Google Pixel.

6.3.4 Payment services. This category includes payment services offered by companies such as Visa, Mastercard and American Express, PayPal, Alipay and others.

6.3.5 Military. This category includes military branches such as the U.S Army, U.S. Navy and U.S. Air Force

6.3.6 Casinos. This category includes resort brands such as Caesars Entertainment and MGM Resorts International.

6.3.7 Beer, wine, cider, and other malt beverages. This category includes alcoholic beverages sold by beverage brands such as Anheuser Busch, Coors and Gallo.

6.3.8 Computer monitors and CPUs. This category includes monitors and CPUs sold by hardware companies such as HP, Intel, IBM, Samsung, and Asus.

6.3.9 The manufacturers, publishers, or distributors of any of the foregoing products or services.

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

6.4.1 Any person or entity that offers products or services that Activision determines are detrimental to the business of Activision or any of its affiliates (including without limitation the Franchise, Call of Duty League or the Tournament) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.

6.4.2 Games or other products or services from entities that compete directly with Activision or any of its affiliates

6.4.3 Account selling, sharing or trading websites

6.4.4 Drugs (whether legal or illegal) and any products used to consume drugs

6.4.5 Tobacco and vaping products

6.4.6 Pornography, sexual or adult oriented products or services

6.4.7 Gambling (whether legal or illegal)

6.4.8 Firearms / weapons, or related products or services

6.4.9 Political candidates or ballot initiatives

## **7. CONDUCT AND PENALTIES.**

### **7.1 Behavior**

All Participants must at all times observe the highest standards of personal integrity and good sportsmanship and act in a manner consistent with the best interests of the Tournament, in each case as determined by Administration. Participants are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, the Tournament, and members of the Administration, the media, sponsors and fans.

Participants may 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.

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.

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.

The Tournament is a place for players from around the world, from different cultures, and from different backgrounds, to come together to compete and share their passion for our game. Participants in our competitions should be focused on bringing the world together through epic entertainment, celebrating our game, players, and fans, and building diverse and inclusive communities. Participants, Team Managers, and Owners must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official the Tournament and Team events (including without limitation any Match) or on any

official the Tournament or Team channels (e.g., Match broadcasts, the Tournament or Team shows, and official the Tournament and Team-branded websites and social media channels). Throughout the period on match day that a Participant, Team Manager, or Owner is visible to the Tournament's and/or Team's live and camera audience(s), they may not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

## **7.2 Cheating and Game Integrity.**

7.2.1 Participants must compete to the best of their skill and ability at all times. Any form of cheating by any Participants will not be tolerated. All Participants are prohibited from influencing or manipulating any Game Match (whether a Tournament match or otherwise) with the intent that any aspect of the match is determined by anything other than the competitive merits. Examples of cheating or behavior impacting game integrity are not exhaustive, and include without limitation:

7.2.2 Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any Game, Match or tournament (or any components thereof);

7.2.3 Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;

7.2.4 Allowing an individual who is not the registered owner of a Player Account to play on that Player Account in a game and/or playing in a Game while logged in to a Player Account registered to someone else;

7.2.5 Bot use, spot timing (e.g., not throwing the Game, just timing a shot so bettors win), wintrading, drophacking, queue sniping and soft play on the ladder, ghosting (i.e., a Game spectator illegally provides information about an opponent's positions and/or movements), inducing another Participant to lose a match, and receiving leaked scrim footage and/or confidential or proprietary information of another Team;

7.2.6 Misuse or hacking of game servers;

7.2.7 Use of unauthorized or Restricted Items;

- 7.2.8 Violent, threatening or harassing behavior in any Franchise or Tournament setting, (offline and online), including Team housing;
- 7.2.9 Possession of a weapon at the Tournament or team facilities or any other Tournament setting;
- 7.2.10 Inappropriate use of Tournament equipment; and
- 7.2.11 Any other actions or conduct that threatens to undermine the integrity of the Tournament and its Teams.

7.3 Participants must at all times follow the Activision Software License Agreement, whether during a Tournament match or otherwise. Participants are prohibited from violating the Activision Software 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 the Tournament Points, or any other actions that violate the above software license agreement. Violations of this Section 7.3, whether during the course of the Tournament, during the Tournament off-season, or prior to such Participant's entrance into the Tournament may result in discipline to be determined in the discretion of Administration.

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

- 7.4.1 Participants are required to comply with all applicable laws at all times.
- 7.4.2 A Participant may not engage in any activity or practice which (i) brings him or her into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from his or her public image, or (ii) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Activision, Tournament Administration, or any of their respective Representatives, the Tournament, the other Teams or their respective sponsors or members, the Franchise or any other product or service of the Activision. For the avoidance of doubt, Participant affiliation with individuals, entities or brands that are detrimental to the image or reputation of Activision, Administration, or any of their respective representatives, the Tournament, the other Teams or their respective sponsors or members, the Franchise or any other product or service of Activision, as determined by Administration, will be deemed as a violation of this provision and

these Official Rules. A non-exhaustive list of such types of misconduct are as follows:

- a) Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
- b) Sexual assault and other types of sexual offenses;
- c) Illegal possession or distribution of a weapon;
- d) Possession, use or distribution of performance-enhancing substances;
- e) Conduct that poses a danger to the safety of another person;
- f) Animal cruelty;
- g) Theft and other property crimes; and
- h) Crimes involving dishonesty.

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

## **7.5 Anti-Harassment.**

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

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

## **7.6 Gambling.**

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

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

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

## **7.7 Alcohol and Drugs.**

7.7.1 The use, possession, distribution or sale of illegal drugs is strictly prohibited. Participants are prohibited from being under the influence of any substance of abuse, including alcohol or marijuana, while the Participant is engaged in the Tournament events or on premises that are owned by or leased to the Team or Administration.

7.7.2 The unauthorized use, possession, distribution or sale of prescription drugs by a Participant is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the

condition for which they are prescribed and may not be used to enhance performance in a Game, Match or the Tournament.

## **7.8 Non-Disparagement.**

7.8.1 Participants have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that Participants may not make public statements that call into question the integrity or competence of match referees or Administration.

7.8.2 Participants may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Activision, the Administration, any of their respective representatives, the Tournament, the other teams or their respective sponsors or members, the Franchise or any other product or service of the Activision or its affiliates. In addition, Participants may not encourage members of the public to engage in any activities that are prohibited by this Section 7.8.

7.8.3 This Section 7.8 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

## **7.9 Software and Hardware.**

7.9.1 Any intentional use, or attempted use, by a Participant of any bugs or exploits in the Franchise is strictly prohibited. Administration will determine, in its sole discretion, the bugs and exploits prohibited by this rule and whether a Participant has taken advantage of a bug or exploit in violation of this rule.

7.9.2 Participants must consult with the Administration before bringing electronic storage devices to any CODM LAN and are not allowed to use any mobile or external communication equipment during a match, including mobile phones.

7.9.3 Participants are prohibited from installing third-party software of any kind on any competition hardware or machines at CODM LAN events.

## **7.10 Confidentiality.**

7.10.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning the Franchise, the Tournament, the Administration, Activision or its affiliates and sponsors.

7.10.2 This Section 7.10 does not, in any way, restrict or impede a Participant from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order

#### **7.11 Reporting.**

7.11.1 Upon becoming aware of any conduct prohibited by this Section7, Participants are required to immediately report the details to Tournament Administration at [codmesports@activision.com](mailto:codmesports@activision.com). Failure to comply with this requirement is an independent violation of these Official Rules.

## **8. PRIZE AWARDS**

### **8.1 Distribution of Prize Awards.**

A list of winners will be announced once the Opens are over on the 24th of Jan. Another winners list will be announced once the Pro Cup is over on the 14th of Feb. Once the winners lists are announced, we will be sending an official form to the winning team IGL's asking for their banking details (Team Name, Account Name, Number, IFSC Code, PAN number, Bank Name, etc).

### **8.2 Requirements to Collect a Prize Award.**

30 days after the reception of correct details from the winning party, and confirming eligibility of the same (as per section 2.1), payment will be disbursed to the respective teams.

### **8.3 Costs Associated with Collecting a Prize Award.**

Prize money will be subject to Standard TDS deduction at source.

## **9 DISCIPLINARY ACTION**

**9.1 Investigation of and Right to Monitor Compliance.** To preserve the integrity of the Tournament, the Administration will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. Participants agree to cooperate with the 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 Official Rules is itself a violation of these Official Rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.

**9.2 Subjection to Penalty.** Any violation of the Official 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 the Administration. All decisions of Administration regarding rules violations or other issues regarding the Tournament, are final.

**9.3 Penalties.** Penalties for rule violations will be assessed by the Administration. These penalties will vary in range between loss of side or map selection, to termination of a Team License, in direct relation to the severity of the offense and the number of offenses committed previously by the same team. The following is a non-exhaustive list of penalties that may be enforced at the discretion of the Administration:

Verbal Warning(s)

Written Warning(s)

Suspension(s)

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

Ban for Current or Future matches and events

Prize Forfeiture(s)

Game Forfeiture(s)

Match Forfeiture(s)

Tournament Disqualification

Termination of Team License

## **10 LIMITATIONS OF RELIABILITY AND GENERAL RELEASE**

**10.1 As a condition to being allowed to participate in the Tournament and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Activision and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives (the “Released Parties”) from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. In no event shall Participants have, and Participants hereby irrevocably waive, any right to sue the Released Parties or to seek or obtain injunctive or other equitable relief in connection with the Tournament or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of the Tournament.**

**10.2 In no event will ACTIVISION or any of its parents, subsidiaries, affiliates or their respective officers, directors, employees or other representatives be liable under these League Rules to any Participant, or any person or entity claiming rights derived from any Participant, for any consequential, incidental, indirect, exemplary, special or punitive damages, and/or damages for loss of data, revenue, prizes or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the Administration, ACTIVISION or any of their affiliates or Representatives were advised of the possibility of such damages.**

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

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

## 11 GRANT OF RIGHTS

11.1 By agreeing to these Official Rules and participating in the Tournament, each Participant hereby grants to Activision and its parents, subsidiaries and affiliates a perpetual, royalty-free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, nickname,  Activision ID, (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the Call of Duty Franchise or streams of any other Activision Blizzard, Inc. video game in which the Participant participates ("**Participant Materials**"), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament and the Franchise in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Activision; and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Activision. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the "**Licensed Materials**".

11.2 **Advertising and Commercial Materials.** The grant of rights and licenses in Section 11.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Activision (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in

connection with Activision's (or its sublicensees'): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Activision (or its sublicensees) for the Tournament or the Franchise from time to time (the foregoing, the "**Advertising and Commercial Materials**").

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

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

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

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

11.3.2.2 All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Activision and that incorporate or make use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);

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

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

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

#### **11.4 Works for Hire; Assignment.**

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

#### **11.5 Waivers**

**11.5.1** By agreeing to these Official Rules, each Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under applicable law in relation to the Licensed Materials, Advertising and Commercial Materials, or to his/her participation in the Tournament or Activision events.

Nothing in these Official Rules requires Activision to make use of any of the rights or licenses granted herein.

## **11.6 Collection of Personal Data**

11.6.1 Loco Esports (“**Loco**”) will collect, store and use information collected in connection with the Tournament and Tournament events (including information collected at live events) in accordance with loco's online privacy policy (the “**Loco Esports online privacy policy**”) for the applicable region below. By accepting these Official Rules, each Participant also agrees to the terms of the Loco Esports Online Privacy Policy.

<https://loco.gg/privacy.html>

## **12 Resolution of Disputes**

12.1 **Disputes Regarding League Rules.** Activision has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of these Official Rules (“**Rules Dispute**”).

12.2 **Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Activision may have against a Participant or that a Participant might have against Activision, and any dispute, claim or controversy arising out of or relating to the Tournament or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Activision’s final, binding authority (whether under Section 12.1 or under separate written agreements entered into with Activision or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Activision (“**Arbitration Dispute**”) will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that

they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 12.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Activision from seeking and obtaining from any court of competent jurisdiction (without the need for Activision to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

### **12.3 Class Action and PAGA Waivers.**

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

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

arbitration or court proceedings. The foregoing provisions of Section 12.3.1 and this Section 12.3.2 are referred to as the “**Class Action Waiver**”.

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

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

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

to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

#### **12.4 Governing Law.**

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

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

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

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