

# Paladins® Premier League Productions Series Rules

Last updated on September 21, 2017

## IMPORTANT LEGAL NOTICE!

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS AND CONDITIONS. THIS PALADINS PREMIER LEAGUE PRODUCTION SERIES RULES (THE “RULES”) IS BETWEEN YOU AS A PARTICIPANT AND HI-REZ PRODUCTIONS, INC. (“LEAGUE OPERATOR”).

IF YOU DO NOT AGREE WITH AND ARE NOT AT ALL TIMES IN COMPLIANCE WITH ALL THE TERMS AND CONDITIONS PROVIDED IN THESE RULES, YOU ARE NOT ELIGIBLE TO PARTICIPATE IN THE PALADINS PREMIER LEAGUE PRODUCTION SERIES (THE “PPL”).

## I. DEFINITIONS

a. “Administrator” means an individual or entity authorized to act in a limited capacity on League Operator’s behalf regarding the interpretation and enforcement of these Rules. For purposes of clarity, League Operator may substitute itself in as an Administrator as that term is used and understood in these Rules. As of the last amendment date for the Rules (listed at the top of the Rules), the lead Esports Administrator is Steven Cooper.

b. “Champion” means a Player-controlled character inside the Game.

c. “Game” means the online, multiplayer video-game owned and operated by League Operator and known throughout the world as Paladins® on the applicable platform.

d. “Item” means selected virtual content that is obtained by Players during a playable instance of the Game to modify the power of a Champion.

e. “Match” means a best-of-three (3) set of PPL Games prior to quarter-finals, best-of-five (5) PPL Games set for quarter-finals and semi-finals, and best-of-seven (7) PPL Games for finals.

g. “Organization” means the registered business with a valid tax identification number that operates a Team. League Operator may permit an individual(s) to operate in the role of an Organization in its sole and absolute discretion (which League Operator expects to permit only in exceptional circumstances).

h. “Organization Representative” means the authorized representative of the Team who will represent the best interests of the Team to League Operator and who will be responsible for communications with League Operator on behalf of the Players on such Team and/or such Team itself related to the PPL. An Organization Representative may also be a Player.

i. “Participants” means all Organizations, Teams, and Players participating or intending to participate in the PPL, collectively. For the avoidance of doubt, a “Participant” means the foregoing in the singular and applies to any individual Organization, Team, or Player participating or intending to participate in the PPL.

j. “Player” means the individual participating or intending to participate in the PPL as an employed or contracted member of a Team, subject to compliance with these Rules. For clarification purposes, “Players” refers to the foregoing in the plural.

k. “PPL Game” means a single, playable instance of the Game where one Team competes against another Team until one Team either obtains the point limit of four points or is disqualified.

l. “Skin Set” means the set of virtual content components that form an aesthetic costume that can be equipped by a Champion to change its appearance and features inside the Game.

m. “Split” means regional competitions within the PPL which span approximately several months and involve Teams competing against one another in their respective regions for seeding into the offline phase.

n. “Team” means an Organization-owned competitive organized group, consisting of five Players and up to two alternates and coaches that meet the eligibility requirements under these Rules, that is participating or intends to participate in the PPL as a competitor, subject to compliance with these Rules.

## II. PARTICIPATION

### 2.1 PLAYER ELIGIBILITY.

a. Player Eligibility. In order to be eligible to participate in the PPL, a Player must:

- i. be an individual at least thirteen (13) years of age or older.
- ii. read, sign, comply with and agree to be bound by the Paladins® Premier Production Series Competitor Eligibility, Consent, and Release Agreement and complete all necessary tax documents, and other documents or agreements, as required by League Operator;
- iii. read and comply with all policies, terms, and conditions that apply to the individual Player, including those found on the League Operator legal website, currently located at <<http://www.hirezstudios.com/legal>>, and these Rules; and
- iv. remain in lawful possession of an active League Operator account in good standing.

b. Additional Requirement. In order to be eligible to receive or distribute any prizes or appearance fees, in addition to meeting the preceding requirements, a Player must also either:

- i. be an individual at least eighteen (18) years of age or older at the time of receipt or distribution; or
- ii. have an authorized legal guardian or parent receive or distribute such prizes and appearance fees on the Player’s behalf.

## 2.2 ORGANIZATION AND TEAM ELIGIBILITY

a. Organization Eligibility. In order to be eligible to participate in the PPL, an Organization must:

i. read, sign, and comply with the Paladins® Premier League Production Series Organization Eligibility, Consent, and Release Agreement and complete all necessary tax documents, and other documents or agreements, as required by League Operator;

ii. comply with all policies, terms, and conditions that may apply to the registered business, including those found on the League Operator legal website, at <<http://www.hirezstudios.com/legal>>, and these Rules;

iii. employ a minimum of five Players, and a maximum of two alternates or coaches, all eligible to participate under these Rules and to be on the Team, one of which may be designated as the Organization Representative;

iv. employ at least one individual who is duly authorized to act as an Organization Representative on behalf of the Team and its Players (it being agreed that the Organization Representative may also be a Player); and

v. register or be registered as a valid business entity (e.g., Corporation, LLC, LLP, etc.) in good standing and in a legitimate jurisdiction approved by League Operator, provided that League Operator and/or an Administrator may, in their sole and absolute discretion, waive this requirement (which they expect to waive only under exceptional circumstances).

## 2.3 PARTICIPATION RESTRICTIONS.

These restrictions will apply at all times:

a. Server Region. During the online phase, Participants may participate in the PPL only via the Paladins server assigned to their region.

b. Non-PPL Events. Participants understand there are numerous leagues, tournaments, and other competitions outside the PPL, and that League Operator may prohibit Players and Teams who participate in the PPL from participating in any other tournaments or competitions (collectively, "Non-PPL Events") without an Administrator's prior written consent.

c. Sponsorships. Participants' sponsors are subject to League Operator's discretionary review and prior approval. League Operator reserves the right to deny its approval of any proposed sponsorship and exclude it from the PPL and all League Operator content. As an initial matter, League Operator will exercise its rights and disapprove of any sponsorships with businesses or individuals involved in gambling activity in any way related to the PPL or the Game, narcotics, pornography, firearms, prescription medication, alcohol, tobacco or illegal activity.

## **2.4 REPLACEMENTS AND TRANSFERS.**

a. General. Players may be suspended, prohibited, disqualified or removed from the PPL by the League Operator in accordance with these Rules. In the event of an Infraction (as defined below), the League Operator will consult with the Organization on whose Team such Player is a player. A Player may be suspended, prohibited, disqualified or removed from the PPL by League Operator for violating these Rules or applicable law, a pattern of inappropriate behavior, extreme inappropriate behavior (in League Operator's sole discretion), failure to promptly report inappropriate behavior, and/or participation in conduct that is detrimental to the PPL (each, an "Infraction").

b. Effect of Replacement. Any Participant elected by an Administrator to replace another shall begin with a new record, and shall receive no credit for the accomplishments of the prior Participant.

c. Transfers. Any additions of new Players to Teams or inter-Team Player trades are subject to the transfer rules and processes set forth in Exhibit 2 attached hereto.

## **2.5 COMPENSATION.**

a. General. Players and/or Organizations may receive appearance fees or other compensation based on participation in the PPL and Team placement at the end of a Split. All compensation is provided "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Compensation is subject to verification of eligibility, compliance with the Rules, and any other applicable terms as determined by League Operator in its sole discretion.

b. Prizing Eligibility. Participants will only be eligible to receive prizing for events in which Participant participates. Participant understands and agrees that Participant shall not receive compensation for any PPL Game where any Player on the Team forfeits the PPL Game. Participant further understands and agrees that Participant shall not receive compensation if Participant fails to submit any forms related to Participant's compensation within the established timeline.

c. Taxation. ALL TAXES ASSOCIATED WITH PARTICIPANT'S RECEIPT OR USE OF ANY COMPENSATION ARE PARTICIPANT'S SOLE RESPONSIBILITY.

## **III. PARTICIPANT CONDUCT & ROLES**

### **3.1 PARTICIPANT CONDUCT.**

a. Participant Conduct. Participants must adhere to the following rules of conduct for as long as they are, intend to remain, or intend to become a Participant:

i. Participant will follow the Game's End User License Agreement, League Operator's Terms of Use and Service, and any applicable PPL Eligibility, Consent, and Release Agreement (for either Players or Organizations) with League Operator, all of which are incorporated herein. For example, but not by way of limitation, Participant will comply with Section 12 (Online Rules of Conduct) in League Operator's Terms of Use and Service.

ii. Participant will use Participant's best efforts to display superior integrity and well-mannered behavior during each Split and for so long as Participant is or intends to remain a PPL Participant. Participant shall communicate in a responsible, appropriate, and positive manner in all public forums, including, without limitation, social medial platforms and inside the Game so as not to cause embarrassment to League Operator, the PPL or any Participant.

iii. Participant will promptly report to League Operator any other user who Participant believes, in good faith, is manipulating or otherwise exploiting the Game to obtain an unfair advantage.

iv. Participant will abstain, at all times, from:

(a) poor, undesirable, or negative behavior towards League Operator or its respective shareholders, subsidiaries, affiliates, directors, officers, professional advisors, employees, independent contractors, and agencies, or toward sponsors, other Players, or other Teams; and

(b) any action or inaction that brings either Participant(s) or League Operator into public disrepute, contempt, scandal or ridicule, or that shocks or offends the community or any group or class thereof, or that reflects unfavorably on League Operator or reduces the public relations or commercial value of League Operator's association with the Participant(s).

v. Participant will not engage in any illegal activities while attending or travelling for League Operator events and will obey the laws of the jurisdiction in which such event is held.

b. Prohibited Conduct. Participant understands and agrees that all of the following conduct is **strictly prohibited**:

i. Direct or indirect wagering of money or anything of value on the outcome of any Game match, including PPL Games;

ii. Use, possession, or distribution of performance-enhancing or illegal substances;

iii. Interference with existing contractual relations between Players and Organizations, including, but not limited to, negotiations for, contracting for, direct or indirect enticement of, inducement of, persuasion of, or any attempt to do the foregoing with respect to, any Player who is under contract with an Organization participating in the League to enter into negotiations for or relating to Player's services as a Game player, in each case except between a Player and his current Organization;

iv. Manipulation or exploitation of the Game, directly or indirectly, to obtain an unfair advantage over other Players or users of the Game, including, but not limited to, any of the following, using any injector, cheat, hack, third party software/hardware, or other instruments, tools, materials, or methods;

v. Sharing account(s) or using multiple accounts in the PPL;

vi. Inappropriately pausing a PPL Game, as described in **Section 4.7**;

vii. Acting in an unsportsmanlike manner, including, without limitation, (a) taking inappropriate actions toward other Players, Organizations, Organization Representatives, the community, Administrators, League Operator personnel, or the general public, (b) taking inappropriate actions in a PPL Game such as “intentional feeding” or collusion, (c) repeatedly spamming emotes or other taunts in the Game, (d) verbally taunting another Team or Player, (e) sending inappropriate messages to another Player before, during, or after a PPL Game, or (f) spamming the “ping” tool in the Game, including during a pause;

viii. Using, publishing, posting, or otherwise interacting with anyone on any other social media or interactive website during the initial broadcast or stream by League Operator to the public of a PPL Game in which Participant is featured;

ix. In the event League Operator must tape a PPL Game for delayed broadcast or streaming to the public, revealing via written or oral means, including online methods of communication, the results of such PPL Game;

x. Breaching or otherwise acting in non-compliance with any provision in any applicable agreement with League Operator, including, without limitation, the Game’s End User License Agreement, Terms of Service and Use, etc.;

xi. Harassment or sexual harassment, disparagement, or any other behavior that makes another person feel unsafe or unwelcome; and

xii. Communicating with any persons outside Participant’s Team or Organization, excepting League Operator through its representatives and Administrators, during a PPL Game.

c. Interviews and Other Content. During each Split, if an Administrator asks Participant to participate in an interview, whether video, oral, or written, or other additional content, Participant agrees to use best efforts to do so and participate in the manner directed by an Administrator.

d. Multiple and Serious Offenses. If in the previous five (5) years, Participant has been suspended for six (6) or more calendar days or permanently banned by an Administrator, or similarly serious disciplinary action in any organized Esport, Participant may not participate in any League Operator competition, event, or other organized Esport, including the PPL, unless Participant receives written permission from League Operator’s lead Esports Administrator.

## **3.2 ORGANIZATIONS**

a. Responsibility. The Organization Representative must be an authorized representative of the Team and Organization and have the requisite power and authority to bind the Team and Organization with respect to PPL matters and execute and deliver agreements on behalf of the Team and Organization. Nevertheless, the Control Person of an Organization shall be the primary point of contact on business matters related to such Organization.

b. Ownership Restrictions. Each Organization may have a direct or indirect equity and/or financial interest in no more than one (1) Team across all regions. For the avoidance of doubt, this restriction precludes any participation in the Paladins Global Series (“PGS”).

d. Team Roster. Organizations shall submit their roster of Players before each Split Term. If an Administrator fails to receive a roster from an Organization, that Organization’s Team may be disqualified. Without limiting its other rights herein, League Operator reserves the right to reject, at its sole and absolute discretion, any submitted roster because one (1) or more Players are not permitted under Section 2.4(a) or are not eligible under Section 2.1.

### 3.3 ORGANIZATION REPRESENTATIVES.

a. Appointment and Responsibility. The Organization shall appoint an Organization Representative prior to the start of each Split Term, whereupon such appointment shall be permanent for the remainder of each Split. The Organization Representative shall serve as the primary point of contact for Administrators to deliver any information related to the PPL, Organization, Players, or Team, including, without limitation: (i) roster information; (ii) LAN logistics, including, without limitation, required forms, travel accommodations, dietary restrictions, and other necessary information; (iii) Team availability; (iv) Team and/or Player information; and (v) any PPL communications. An Organization Representative may be, but is not required to be, a Player on the Organization’s Team.

b. Organization Assistants. Each Organization Representative may designate a backup representative (the “Organization Assistant”) should the Organization Representative be unavailable due to unforeseeable or emergency circumstances, including events of force majeure. To designate an Organization Assistant, the Organization Representative must provide written notice and confirmation to League Operator’s lead Esports Administrator stating which individual may act as Organization Representative in the Organization Representative’s stead. If an Organization Assistant must act in the Organization Representative’s place, he or she shall be responsible for the Organization Representative’s duties except for roster changes, until otherwise instructed by an Administrator.

c. Communication with Administrators. Organization Representatives shall be solely responsible for promptly updating Administrators with any information pertaining to their Teams, answering any Administrator requests applicable to their Teams, accounting for their Players, ensuring that Players are in the correct location(s) and available when necessary and appropriate (including at LAN events), and owning and causing to be performed any other responsibilities reasonably associated with being the primary point of contact for a Team. This includes, without limitation, the obligation to report the outcome of PPL Games with the proper “Match ID” in the location customarily used for the PPL or as otherwise disclosed by an Administrator.

d. VOIP. Organization Representatives shall at all reasonable times be available to Administrators during each Split Term and Matches using a voice-over IP solution or other communications software (the “Designated VOIP”) disclosed to the Organization Representatives by the Administrators. This information will be sent by email to each Organization Representative.

i. If any Organization Representative is not playing in a relevant PPL Game, then he or she must appoint a Player, approved by an Administrator, to be available throughout the duration of that PPL Game to relay any requested information using the Designated VOIP. This includes, without limitation, Champion picks, Champion bans, and pauses.

ii. Organization Representatives, Organization Assistants (but only when acting as an Organization Representative), and Players appointed pursuant to **Section 3.3(d)(i)** are the only non-Administrators allowed to use the Designated VOIP. Any other use of the Designated VOIP is strictly prohibited.

e. **Check-in Duties.** Organization Representative shall check-in such Organization Representative's Team's first roster and team name the Thursday before the start of the PPL and every Thursday thereafter, in each case prior to 11:59 pm (ET) on such Thursday. All necessary items such as the Organization Representative designation, Team logos and other marks, style guidelines, and other related materials must be provided during check-in. If additional assets are requested by League Operator, the Organization Representative shall supply those materials promptly (and the Organization Representative agrees that such action shall be necessary and appropriate).

f. **LAN Duties.** Organization Representatives shall submit to League Operator the information regarding Players that will be attending LAN events on the Team's behalf as shall be requested by League Operator. League Operator will communicate any restrictions on attendance to the Organization Representatives, including, without limitation, the maximum number of Players permitted to attend each LAN event for the Team. Once an Organization Representative submits a roster and the deadline for submissions has passed, no other Players may be substituted or invited unless there are exceptional or severe circumstances (as determined by League Operator in its sole discretion).

### **3.4 PLAYERS**

a. **Restrictions.** Players may not participate in or otherwise be affiliated with more than one Team. Unless determined otherwise by an Administrator, each Player shall use the account name he or she held at the beginning of the Split Term for the entire applicable Split. Players shall not broadcast, livestream, or otherwise distribute footage from any PPL Games prior to said PPL Games being broadcast for the first time by League Operator.

b. **Scheduling.** Players shall be available to play a PPL Game during the scheduled times provided to them by an Administrator for such PPL Game. Participant understands and agrees that each Organization must field a complete Team roster by the scheduled start time for each PPL Game. Players may create a PPL Game only after an Administrator provides them with express permission to do so. Unless an Administrator approves otherwise, each Player shall participate in all PPL Games or other related events that the Player qualified for, subject to the other restrictions in these Rules (e.g., maximum players in a PPL Game, etc.).

c. **Mandatory Documents and Requirements.** League Operator may provide Players with documents and other requirements. Players must complete all such documents and other requirements, including final signature (where necessary), before the first week of each Split Term or by such other time disclosed by an Administrator. Failure to do so may cause fines or other measures, including, without limitation, fines equal to ten percent (10%) of any compensation due for each week that the Player has not completed his or her documents and other requirements, and/or the intentional withholding of all compensation due to other Players or the Organization until all documents and other requirements by each Player are fulfilled or the non-compliant Players are removed from the Team.

### **3.5 FREE AGENTS.**

a. Definition. The term “Free Agents” means any individual who (i) meets the eligibility requirements in **Sections 2.1(a)** through **(b)**, (ii) does not have an active contract with a Team in the PPL as a Player, and (iii) is not subject to any restrictions which would prevent the individual from converting to a Player and joining a Team (e.g., roster lock restrictions, platform lock restrictions, etc.).

b. Recruitment and Eligibility. Free Agents are eligible to convert to Players if an Organization agrees to recruit them; provided, however, an Administrator must approve the recruitment before it may take effect. Free Agents must meet all the eligibility requirements of a Player for an Administrator to approve the recruitment, and shall be subject to all the same rules and restrictions imposed on Players, including, without limitation, check-in rules, Player designations (e.g., “starters” vs “substitutes”), etc. Recruitment of Free Agents is subject to the transfer restrictions set forth in these Rules, specifically Exhibit 2.

## **IV. GAMEPLAY**

### **4.1 SCHEDULE, REGISTRATION, AND FORMAT**

a. Format. Participants will compete in the PPL in accordance with the terms set forth in Exhibit 3 attached hereto.

### **4.2 BUGS IN PPL GAMES.**

a. Bugs. Without limiting other provisions in the Rules, if a “game breaking” Bug is known or discovered, Participant understands and agrees that Administrators may impose additional restrictions on Participant at any time, including before or during any PPL Game. “Bug” means a bug, defect, error, flaw, fault, or other failure of the Game to perform under documentation, specifications, requirements, developer expectations, reasonable player expectations, or as described (excluding typographical errors).

b. Bug Reporting. Participant understands and agrees to use best efforts to report any Bugs found promptly at the end of each PPL Game. Any Participant found to be exploiting or using one (1) or more Bugs known to said Participant or which reasonably should be known to said Participant may be immediately disqualified from the PPL and/or a PPL Game. In addition, Participant understands and agrees to use best efforts to report any Bugs Participant learns of at any time.

c. Limited Disclaimer. LEAGUE OPERATOR, HI-REZ STUDIOS, INC., AND THEIR RESPECTIVE SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, PROFESSIONAL ADVISORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND AGENCIES WILL NOT BE RESPONSIBLE FOR: (I) ANY LATE, LOST, MISROUTED, GARBLED, OR DISTORTED OR DAMAGED TRANSMISSIONS; AND/OR (II) TELEPHONE, ELECTRONIC, HARDWARE, SOFTWARE, NETWORK, INTERNET, OR OTHER RELATED MALFUNCTIONS OR FAILURES. League Operator reserves the right to reschedule any PPL Games based on such technical issues to another date and time, which an Administrator will share with the affected Players and Teams.

### 4.3 IN-GAME PROCEDURES

a. Game Mode. Players will be competing in the “Siege” game mode. The final outcome of each PPL Game is determined when one Team obtains the point limit of 4 points, or is disqualified.

b. Turn Preference, Picks and Bans. For the purposes of this section only, the Team with the higher seed, or the Team designated as such by the Administrator, will be referred to as the “High Seed”. The lower seeded Team, or the Team designated as such by the Administrator, will be referred to as “Low Seed”. The process of picking and banning Champions and maps will be as follows, in chronological order:

Where the Match is the first Match between two Teams in a Split:

|   |   |
|---|---|
| <b>FIRST PPL GAME</b>                               | <ul style="list-style-type: none"> <li>• High Seed has the right to select a map to ban first (“First Map Ban”);</li> <li>• Low Seed may select a map to ban following First Map Ban;</li> <li>• High Seed will have the right to select whether to select its Champions first or second (the “Turn Choice”) and the map on which the PPL Game will take place (“Map Choice”).</li> </ul> |
| <b>SECOND PPL GAME</b>                              | <ul style="list-style-type: none"> <li>• Low Seed will have Turn Choice and Map Choice.</li> </ul>  |
| <b>THIRD PPL GAME AND EVERY PPL GAME THEREAFTER</b> | <ul style="list-style-type: none"> <li>• Losing Team of the immediately preceding PPL Game will have Turn Choice and Map Choice.</li> </ul>   |

Where the Match is the second Match between the same two Teams in a Split:

|   |   |
|---|---|
| <b>FIRST PPL GAME</b>                               | <ul style="list-style-type: none"> <li>• Low Seed has First Map Ban;</li> <li>• High Seed may select a map to ban following First Map Ban;</li> <li>• Low Seed will have Turn Choice and Map Choice.</li> </ul> |
| <b>SECOND PPL GAME</b>                              | <ul style="list-style-type: none"> <li>• High Seed will have Turn Choice and Map Choice.</li> </ul>   |
| <b>THIRD PPL GAME AND EVERY PPL GAME THEREAFTER</b> | <ul style="list-style-type: none"> <li>• Losing Team of the immediately preceding PPL Game will have Turn Choice and Map Choice.</li> </ul>   |

ii. For the purposes of this section, “Team A” is the Team elected to select its Champions first. The corresponding other Team to select its Champions second will be referred to as “Team B”. In chronological order:

- Champion ban order will be first all of Team A’s bans followed by Team B’s bans; and
- Champion pick order will be:
  - 1 Champion pick for Team A
  - 2 Champion picks for Team B
  - 2 Champion picks for Team A
  - 2 Champion picks for Team B
  - 2 Champion picks for Team A
  - 1 Champion pick for Team B

c. Client Picks. All picks and bans must be executed through the automated process with the Game client, and any use of chat or other alternative methods to conduct picks and bans is strictly prohibited. Picks and bans may not commence until an Administrator is present.

d. Ban Forfeit. If a Team fails to ban one or more Champions during the allotted banning time, then that Team forfeits its right to those bans.

e. Pick Forfeit. If a Player fails to pick a Champion during the allotted picking time, then the Organization Representative for that Player’s Team shall immediately contact an Administrator and explain, in sufficient detail, the cause for the Player’s failure to pick a Champion during the allotted time. Thereafter, the PPL Game may be remade at the instruction of an Administrator, at their sole and absolute discretion. Typically, each Team may be allowed no more than one (1) remake per Match due to a failed pick, and any prior remakes must have been unrelated to Champion picks or been the result of unforeseeable circumstances outside of the non-picking Team’s control (e.g., events of force majeure). Participant understands and agrees that Participant or Participant’s Team may be subject to fines or other measures for repeated use of this subsection, and that this subsection should be triggered under exceptional circumstances only.

f. Punctuality. Each PPL Game must start within one minute of an Administrator’s request.

g. Delay of Game. Unless instituted by an Administrator, any delay of a PPL Game is strictly prohibited. It is the Player’s responsibility to communicate with such Player’s Team, and Organization Representative’s responsibility to communicate with Administrators about any actual or foreseeable delays.

h. Disconnects.

i. If a Player fails to load into a PPL Game or disconnects during a PPL Game where no Champions have been defeated and the timer inside the Game reads ten (10) seconds or less after the spawn gate opens then either Team may request a remake of the PPL Game, subject to Administrator approval in its sole and absolute discretion. Until an Administrator approves the remake,

Players are expected to continue playing the non-remade PPL Game. Each Team may receive up to one (1) remake each Match, unless otherwise agreed by an Administrator.

ii. If a Player disconnects during a PPL Game and does not meet the criteria set forth in the preceding subsection, then there will be no remake remedy available unless an Administrator determines otherwise in the Administrator's sole and absolute discretion.

iii. If a remake occurs pursuant to subsection (i), then the Team affected by the disconnect may use a checked-in "substitute" Player.

iv. In the event of a remake, picks and bans must remain the same, but Players on the same Team may exchange picked Champions amongst themselves.

#### 4.4 GAME RESTRICTIONS

a. Discretionary Content Ban.

- The Champions, Items, Skin Sets, cards, mounts, or other Game content ("Virtual Content") set forth on **Exhibit 1** of these Rules, attached hereto and incorporated herein, are banned in PPL and may not be used in any PPL Games. For the avoidance of doubt, no component of a Skin Set that has either been set forth in Exhibit 1 or otherwise banned as set forth in these rules may be used, including but not limited to head, body, weapon, and voice pack parts.
- Virtual Content may be banned by an Administrator at any time, in the Administrator's sole discretion, either orally or in writing. Players may be notified of such content bans at the earliest convenience of an Administrator. An Administrator's notice to an Organization Representative shall be sufficient under this subsection.

b. Player Names. Players shall not change their names in the Game at any time without advance written permission from an Administrator. If a Player name is deemed inappropriate (in the sole discretion of an Administrator), such Player must change the Player's name, incurring all expenses associated therewith, before such Player may compete again.

c. Team Identifying Marks. Participants shall not change their Team names, tags, insignia, logos, trademarks, or other identifying characteristics without advance written permission from an Administrator. If applicable or required by an Administrator, an Organization's Players must be properly tagged during PPL Games.

d. Inappropriate Assets. League Operator reserves the right to deem any names, tags, insignia, logos, trademarks, or other identifying characteristics used by Participant as inappropriate. If any material is deemed inappropriate, Participant shall immediately remove the applicable material and replace it with material that an Administrator approves in writing. Any cost associated with changing inappropriate names, tags, insignia, logos, trademarks, or other identifying characteristics shall be Participant's responsibility.

#### **4.5 ROSTER AND SUBSTITUTION RULES.**

a. Each Organization is required to have (i) a Team roster, and (ii) at least five (5) Players who are able and ready to play at all times when a PPL Game for that Team is scheduled.

b. Each Organization must submit its Team roster, through its Organization Representative, the two calendar weeks before the start of each Split. The roster will include all Players for that Split, including substitute Players. Any and all roster changes, including transfers or additions, must be made in accordance with Exhibit 2 attached hereto.

c. League Operator may elect to collect this information through an automated form.

#### **4.6 SETUP TIME.**

a. "Setup Time" means the time before or between PPL Games.

b. During Setup Time, every Player on each Team must: (i) be available for any communication requests from Administrators; (ii) properly test and ensure that all hardware and software that the Player will use is working with no material defects or other issues; and (iii) attend to any personal needs promptly and before expiration of the Setup Time, including reasonable restroom breaks, food, beverages, etc.

#### **4.7 PPL GAME PAUSES.**

a. There is a pause system built into the Game which, when activated, will freeze time for all Players in a particular Game instance. The pause system may only be used for the following reasons: (i) a Player has disconnected from the PPL Game due to no fault of that Player's own actions; (ii) a Player is experiencing technical malfunctions related to hardware or software; or (iii) a Player is experiencing sudden and severe illness.

b. These pause parameters are not a replacement for Participant judgment. League Operator reserves the right to evaluate any pause, including whether it is an inappropriate pause in breach of these Rules, in its sole and absolute discretion.

c. If there is a pause during a PPL Game, each Organization Representative shall immediately notify an Administrator of the pause, the exact time it occurred, and the perceived or actual reason for the pause depending on whether the pause originated from that Team Captain's Team. Thereafter, no Player in that PPL Game may remove the pause (i.e., resume the PPL Game) until an Administrator has cleared that all Players are ready and the PPL Game may continue.

d. Subject to the restrictions set forth herein, each Team may pause a PPL Game up to a maximum of one time on the Team's own Organization's behalf. Each pause's duration shall be restricted to a maximum of three (3) minutes. If a Team's pause is being used to resolve a problem which is still actively being worked on, the Organization Representative may inform an Administrator that the problem is taking longer than usual to resolve and Administrator may agree to extend the time in its discretion.

e. Inappropriate pauses are strictly prohibited. In the event of any pause during a PPL Game at a moment that an Administrator determines is key or involves a combat engagement between Players such that the pause may provide a Team with an advantage or perceived benefit, the Team who initiated the pause may be required to forfeit the PPL Game, regardless of which Team would have benefited, in addition to any other fines or other measures assessed to a Participant's actions. For the avoidance of doubt, pauses for the opposing Team are also prohibited.

#### **4.8 LAN RESTRICTIONS.**

a. No person may participate in a LAN event on behalf of an Organization unless that person is a Player on an approved roster submitted by an Organization Representative under **Section 3.3(e)**.

b. Players and Organizations will be provided with forms and other requirements with strict deadlines in order to participate in a LAN event. Failure to complete the forms and other requirements before the disclosed deadlines may jeopardize or cause revocation of an Organization's invitation to a LAN event, at which point another Organization will be invited instead.

c. Players must attend LAN events during the designated times of travel, as disclosed by an Administrator. Late arrival and early departures may be requested, but League Operator is under no obligation to approve such requests.

d. LAN event invitations for Teams are restricted to Players and Organization Representatives. If the team's managers are not Players or Organization Representatives, League Operator may approve their attendance case by case.

### **V. DISPUTES AND RULE VIOLATIONS**

#### **5.1 DISPUTES.**

a. Definition. The term "Dispute" means any disagreement, controversy, claim, or other issue arising out of or relating to the PPL ("Disputing Parties").

b. Negotiation. In the event of a Dispute, League Operator may require the Disputing Parties to meet and negotiate a resolution in good faith.

c. Mediation; Right to Resolve Disputes. If the Disputing Parties cannot resolve the issue amongst themselves, League Operator may require the Disputing Parties to, in good faith, settle the Dispute by mediation led by an Administrator. If a resolution is not reached within seven (7) calendar days, League Operator may resolve the unresolved Dispute as League Operator deems appropriate in its sole and absolute discretion. League Operator's decision shall be final and binding upon the Disputing Parties. For the avoidance of doubt, the foregoing includes, without limitation, that League Operator shall have full and exclusive jurisdiction and authority to arbitrate and resolve any dispute related to the PPL and/or the Game. The authority of League Operator to arbitrate disputes pursuant to this Section 5.1 shall be binding to the same extent as if League Operator and/or any other person or entity who has agreed to be bound by the terms of these Rules had entered into a formal arbitration agreement and the decision of League Operator shall be final and binding on each of League Operator and/or any other person or entity who has agreed to be bound by the terms of these Rules and shall not be subject to

review. League Operator may elect not to arbitrate a dispute in any circumstances that it determines appropriate or may delegate its authority to arbitrate a dispute to an Administrator or any other person.

d. Temporary Freeze. As a condition precedent to settlement or a final and binding decision by League Operator, the Disputing Parties shall continue to perform and participate in the PPL as if no dispute had occurred. If Participant fails to comply with this subsection, it will be deemed a waiver of Participant's rights under these Rules and League Operator may immediately issue a final and binding decision, in its sole and absolute discretion.

## **5.2 RULES VIOLATIONS.**

a. Setoff. Participant understands and agrees that if the Participant fails to follow the Rules, without limiting any other remedies League Operator may have, Participant will pay League Operator (or League Operator may deduct from Participant's prizing, if applicable) the reasonable costs associated with Participant's misconduct (the valuation of the misconduct to be determined by an Administrator in his or her sole discretion), and, upon League Operator's request and under an Administrator's instructions, issue a public apology.

b. Fines. If League Operator or an Administrator determines a Participant is in breach of any provision of these Rules, Participant may be subject to fines, the amount of which shall be determined by League Operator in its reasonable discretion. Furthermore, Participant understands and agrees that League Operator reserves the right to deduct, divert, withdraw, or set-off the full amount of any fines assessed against Participant from any compensation League Operator may owe, now or in the future, related to Participant. Participant shall, upon League Operator's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.

c. Other Measures. If League Operator or any Administrator determines a Participant, other person connected with the PPL or a Participant, is in breach of any provision of these Rules or any other rules, regulations, resolutions, agreements, instructions or similar proclamations of League Operator with respect to the PPL, or has been or is guilty of conduct detrimental to the PPL and/or the Game. Participant may be subject to disciplinary action at League Operator's or the Administrator's sole discretion, including, without limitation, disqualification, suspension, forfeiture of any and all compensation associated with the PPL or Game, loss of Champion bans, loss of pause time, prohibition from attending future League Operator events, loss of Game account, etc. Participant or person shall, upon League Operator's request, promptly take such action and/or provide any such authorizations, consents, instructions, or other documentation, which may be required in furtherance of the foregoing.

## **5.3 RULES DISCLAIMER.**

The names of individuals, groups, companies, products, and services mentioned, and any corresponding likenesses, logos, and images thereof reproduced, have been used for identification only and may be the copyright properties and trademarks of their respective owners. The mention of any person, or including a product or service as compensation, implies no association with or endorsement by such person and, unless otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. If any provision of these Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed under their terms as if the invalid

or illegal provision were not contained. League Operator's or an Administrator's failure to enforce these Rules will not constitute a waiver of that provision.

League Operator shall have the authority to interpret, and from time to time establish policies and procedures regarding, the provisions of these Rules and other PPL rules, regulations, resolutions, agreements, instructions or similar proclamations, and their application and enforcement. All rules are subject to the League Operator's (or an Administrator's) interpretation, and any determination made by League Operator (or an Administrator) with respect to any such matter shall be final and binding and shall not be subject to any review. League Operator reserves the right to modify, add, or delete any provision of these Rules at any time, without prior notice and/or reason. These Rules will be governed, construed, and interpreted under the laws of the State of Georgia, United States of America, without regard to conflicts of law principles. Unless otherwise stated, all decisions made by an Administrator under these Rules are final and binding upon all parties.

Neither League Operator nor any Administrator nor any person or entity designated by League Operator to act on its behalf pursuant to this Section 5 shall be liable or accountable in damages or otherwise to any Participant for any loss or damage incurred by reason of any act or omission performed or omitted by League Operator, any Administrator or any such person or entity in good faith either on behalf of the PPL or in furtherance of its interests, provided League Operator, such Administrator or such person or entity was not in violation of these Rules or guilty of fraud or bad faith with respect to such action or omission.

If a Participant does not agree with the rules and stipulations listed above, Participant may not participate in the PPL. By requesting entry into the PPL, Participant represents and warrants to League Operator that Participant has read, understands, and agrees to these Rules, and promises to act in compliance with these Rules.

#### **5.4 APPEAL PROCESS.**

For Administrator actions involving a fine or suspension imposed upon a Participant, the affected Participant may appeal, in writing and within 20 calendar days, to League Operator. Where applicable, the Organization may appeal on behalf of the Player with the Player's consent.

Upon receipt of a notice of appeal, League Operator will designate a time and place for a hearing to be commenced, at which League Operator or League Operator's designee will preside. The hearing may be conducted by telephone conference call.

As soon as practicable following conclusion of the hearing, League Operator will render a written decision which will constitute full, final, and complete disposition of the dispute and will be binding upon the Participant(s) involved with respect to that dispute. Any discipline initially imposed upon a Participant by Administrator may only be affirmed, reduced, or vacated by League Operator in such decision, and may not be increased.

## **5.5 LANGUAGE**

Any non-English translated versions of the rules are provided for convenience. In the event of any conflict between the non-English translated version and the English version, then the English version, as updated from time to time by League Operator, will control.

## **5.6 AUTHORITY AND RESPONSIBILITY OF LEAGUE OPERATOR**

League Operator shall have the authority and responsibility for the general supervision and direction of all business and affairs of the PPL and shall have all such other powers as may be necessary to fulfill its responsibilities. League Operator shall be responsible for the coordination and general supervision of the PPL and policy matters with respect to the PPL. League Operator, an Administrator or such other person as shall be designated by League Operator shall be the principal public spokesperson for the PPL.

## EXHIBIT 1

### RESTRICTED CONTENT

**CHAMPIONS.** Only Champions which have been available for use in the ranked feature of Game's client for a minimum period of 7 days may be used in competitive play, including the PPL. In the event that this Exhibit 1 has not been updated to include newly released Champion, this rule still supersedes.

**SKIN SETS.** No component of the following Skin Sets may be used

- **Any Mastery Skin Set**
- **Pumpkin Bomb King Skin Set**

This Exhibit 1 is not exhaustive and may be subject to change at any time, subject to League Operator's sole discretion.

**[THE REST OF THIS EXHIBIT LEFT INTENTIONALLY BLANK]**

## EXHIBIT 2

### TEAM TRANSFERS

#### 1. ROSTER CHANGES

- a. Any and all roster changes are subject to these regulations, including any Player cuts, Player additions (either by trade, or Free Agent addition), regardless of whether said individuals are added as substitutes for that Team (following the roster change). Player additions to the Team roster may only be made as set forth in these Rules.
- b. For the avoidance of doubt, a Free Agent that joins a Team in accordance with these regulations herein is thereafter a Player.

#### 2. TRANSFER WINDOWS

- a. The “Open Window” means the period of time beginning on the day after the end of one Split (as designated by League Operator) and ending on the Lock-In Deadline (as defined below).
- b. During an Open Window, Teams may add or drop as many Players as they wish, provided that said transfers remain in compliance with these Rules and such transfer is not prohibited by an agreement to which such Player is a party.
- c. For the period beginning on the Lock-In Deadline through to the end of a Split (each individually, a “Closed Period”), Teams are limited to a maximum of two Player additions (regardless of whether said transfers: take place in one or more transactions; constitute Player trades, , or Free Agent additions; or the added Players are designated to the role of either starter or substitute). A Player added to a Team during a Closed Period may not be cut or traded by such Team during that same Closed Period.
- d. For each Split, each Team shall submit its roster for such Split no later than two weeks before the start of such Split (the “Lock-In Deadline”). Said roster may also include up to two substitute Players or coaches. At no time will a Player roster consist of more than seven individuals; as such, the Organization is responsible for any necessary corresponding Player transfers in and out of its Team to meet these requirements in accordance with these Rules.

#### 3. ROSTER CUTS

- a. The Organization must provide League Operator and Player with advance written notice at least one calendar day prior to processing or publicly announcing the removal of a Player from its Team roster.
- b. To the extent that said Player’s contract with the Organization contains any buyout clauses or contractual terms that would prohibit or hinder said Player’s ability to continue to participate in the PPL on another Team, the Organization must waive such provisions (or terminate the contract (that is, a Team may not drop a Player while preventing that Player from joining another Team without any obligation towards the Team that dropped the Player)).
- c. A Player removed from a Team roster in accordance with this Section 3 will be thereafter deemed a Free Agent subject to a one calendar week period, beginning on the effective date of roster removal, during which said Free Agent may not be added to a Team’s roster (“Hold Period”). For

the avoidance of doubt, said Free Agent may enter non-exclusive discussions with Organizations about joining Teams during the Hold Period.

- d. This Section 3 does not apply where said Player is being traded (under which circumstances, Organization must comply with player trade requirements as set forth in these Rules).

#### **4. ROSTER ADDITIONS (FREE AGENTS)**

- a. Free Agent additions to a Team will be deemed an official Player addition to that Team's roster only after:
  - i. The League Operator has been provided with advance written notice, in accordance with Section 4.2 hereunder;
  - ii. the Engagement Agreement (as defined hereunder) has been submitted to League Operator for review prior to execution between the Team and joining Free Agent, in accordance with Section 4.2 hereunder;
  - iii. League Operator has not rejected the Engagement Agreement, in accordance with Section 4.3 hereunder; and
  - iv. an agreement for that certain individual's services of playing (an "Engagement Agreement") has been executed between the Free Agent and the Organization (after subsections a, b, and c are fulfilled).
- b. An Organization making any roster additions must notify the League Operator in writing at least seven (7) calendar days in advance prior to such Free Agent additions, and provide the terms of such roster changes and drafts of the Engagement Agreement for advance review by the League Operator.
- c. League Operator reserves the right to reject the Engagement Agreement, in its reasonable discretion in accordance with the Master Agreement. In the event League Operator rejects an Engagement Agreement, any addition of Free Agent to a Team via execution of that Engagement Agreement (as rejected by League Operator) will not be permitted and will be void ab initio.
- d. All other Participants are prohibited from interfering with a Free Agent addition to a roster via any means, including but not limited to, negotiations for, contracting for, direct or indirect enticement, inducement of, persuasion of, or any attempt to do the foregoing with respect to said Free Agent to enter into negotiations for or relating to said Free Agent's services as a Game player for the period beginning on Organization's notice to League Operator and ending on the final determination by League Operator as to whether the applicable agreement(s) has been rejected ("Anti-Tampering Period").

#### **5. ROSTER ADDITIONS (PLAYER TRADES)**

- a. Player trades to a Team will be deemed an official Player addition to that Team's roster only after:
  - i. The League Operator has been provided with advance written notice, in accordance with Section 5.2 hereunder;

- ii. the Trade Documentation (as defined hereunder) have been submitted to League Operator for review prior to execution between the Team and joining Player, in accordance with Section 5.2 hereunder;
- iii. League Operator has not rejected the Trade Documentation, in accordance with these Rules, specifically Section 5.3 hereunder; and
- iv. an Engagement Agreement has been executed between the Free Agent or Player and the Organization; and
- v. an agreement governing the terms and conditions of the trade, in the applicable standard form provided by League Operator, in accordance with Section 5.5 hereunder (the "Trade Agreement") must be executed.

(collectively, the Engagement Agreement and Trade Agreement are defined herein as "Trade Documentation")

- b. An Organization making any roster additions must notify the League Operator in writing at least seven (7) calendar days in advance prior to such Player trades and provide the terms of such roster changes and drafts of Trade Documentation for advance review by the League Operator.
- c. League Operator reserves the right to reject the Trade Documentation, in its reasonable discretion in accordance with the Master Agreement. In the event League Operator rejects the Trade Documentation, any addition of a Player to a Team via execution of any Trade Documentation (as rejected by League Operator) will not be permitted and will be void ab initio.
- d. All other Participants will be subject to the Anti-Tampering Period with respect to the Player being traded.
- e. Trades may take place by either an assignment of the Player's contract, or a termination of the Player's contract and simultaneous entrance into a new contract with the new Team. In either case the applicable form of Trade Agreement must be used.
- f. If a Player is traded to another Team in the PPL, the financial terms and conditions of the Player's employment with the new Team may not be materially worse than those in that Player's contract with the Team from which Player was traded (other than any changes required to be made to comply with a new jurisdiction's laws).
- g. Players may be traded among Teams solely on a Player-for-Player basis (provided that said trades are in accordance with these Rules). A Team may trade two of its Players as consideration for one of another Team's Players.
- h. It will be deemed a trade if within a three week period two Teams each cut a Player and each Team then signs the other Team's former Player as a Free Agent.

## **6. ADDITIONAL TERMS**

- a. Notwithstanding any other rules hereunder, no Player may be an active Player on more than one Team or other competitive Paladins team, including but not limited to collegiate teams, academy teams, or other competitive non-professional teams (collectively, "Amateur Teams"). Any

individual who moves up from an Amateur Team and converts into a Player will be considered a transfer that must adhere to the transfer regulations hereunder.

- b. Players may not be loaned to other Teams.
- c. A Player may only have an active Engagement Agreement with one Team at a time.
- d. Administrators may, at their discretion, implement a Hard Roster Lock. “Hard Roster Lock” means a duration, specified by an Administrator, where any Player who is contracted with a Team shall be restricted to playing only with that Team until the set duration expires. League Operator anticipates that Administrators would exercise their discretion to implement a Hard Roster Lock only in the event of extenuating circumstances.
- e. All references in these Rules to a ‘day’ shall mean a calendar day in the Eastern standard time zone.

## EXHIBIT 3

### SCHEDULE, REGISTRATION, AND FORMAT

#### SECTION 1 SPLITS & SCHEDULING

- 1.1 Splits. Each Split will start on a date published by League Operator on the official Esports website, located at <<http://esports.paladins.com>> (the “Split Term”). During each Split Term, PPL Games will take place every week on Saturday, and Sunday, based on the schedule set by Administrators. As a Participant, Participant understands and agrees that each Split Term may involve numerous phases, including placement and LAN events, and that Participant and Participant’s Team shall comply with scheduling for each phase.
- 1.2 Scheduling. League Operator shall set the schedule for all Matches. League Operator shall discuss the schedule with the Teams.

#### SECTION 2 ONLINE PHASE

- 2.1 Online Phase. At the beginning of the Split Term, there will be an online phase where the Teams in each region will play each other in at least one (1) Match. The online phase may be played as a LAN event at League Operator’s discretion. Based on the standings at the end of the online phase, Teams will be seeded into the offline phase.
- 2.2 Format. Teams will participate in a Match format announced by League Operator prior to the beginning of a Split and prior to the offline phase of a Split.
- 2.3 How to Create a PPL Game. PPL Games may only be created upon the instruction of an Administrator, who must remain present for the entirety of each PPL Game. If an Administrator is not present, Participant agrees to promptly report such issue to League Operator, including sufficient detail for League Operator to investigate. Each PPL Game must be created with these requirements:
- (a) The name must be set as determined by the Team creating the PPL Game;
  - (b) The password must be set as determined by the Team creating the PPL Game;
  - (c) The region must be set appropriately;
  - (d) The pick method must be set to ‘draft’ on the “Competitive” game mode;
  - (e) Party size must be set to five (5) versus five (5);
  - (f) The ‘Allow Spectators’ feature must be set to ‘ON’.
- 2.4 Regions. PPL Games must be played on the appropriate servers. For example, if a PPL Game is between two Teams in North America, then it must be played on servers designated for North America users.

#### SECTION 3 OFFLINE PHASE – SEMI-FINALS AND FINALS

- 3.1 Offline Phase. After the online phase during a Split Term, the Teams will play each other in a format announced by League Operator, based on performance during the online phase, prior to

the beginning of the offline phase. The offline phase will be played as a LAN event, unless expressly stated otherwise by League Operator in its sole discretion.