

Player Streaming Policy



Streaming Policy

1. PURPOSE

Why do we have this Policy?

Streaming (as defined below) is a prominent part of the esports landscape and provides an authentic avenue for players to develop a following with fans. The Overwatch League LLC (the "League") is supportive of its players' desire to engage with fans in a positive way. However, certain practices may cause confusion among fans and others, or otherwise reflect poorly on the League, the teams in the League (the "Teams") or Activision Blizzard, Inc. (together with its subsidiaries, "Activision Blizzard"). Accordingly, the League has adopted this Policy to clarify each player's responsibilities with respect to streaming.

2. STREAMING

What is streaming?

To understand this Policy, there are two key terms you need to know:

- "Streaming" means any telecast, webcast, transmission, broadcast or distribution of video game content (defined below) to viewers not participating in the particular streamed game (whether on a live, delayed, recorded or on-demand basis) via any interface, channel, site, offering, network, application, device or other platform (including Twitch, YouTube, Facebook, Twitter, Azubu, Beam, Douyu.tv, Afreeca.tv, Huya, Streamable, Gfycat and Reddit), whether now known or hereafter developed (collectively, "Platforms"). "Streaming" does not, however, include one-to-one communications.
- "Video game content" means the audio-visual content that is displayed during the playing of any video game. The term "video game content" consists of the content displayed during competitive or non-competitive play, including any training, practice sessions, scrimmages, matches, play for amusement, entertainment or instruction and all other gameplay scenarios, but does not include individual elements of the video game (e.g. characters, artwork, screenshots, etc.) in isolation or otherwise altered from how the overall audio-visual content is displayed during actual gameplay.

3. APPLICATION

A. *To whom does this Policy apply?*

This Policy applies to (i) any person who is then under contract with any Team to play Overwatch in the League (regardless of whether he or she is on the Team's active roster at the time), (ii) any person who has submitted the requisite paperwork to participate in the League's annual player selection process (unless and until he or she does not enter into a contract with any Team within the time designated by the League as part of the League's annual player selection process), and (iii) all managers, coaches and other full-time employees of any Team (clauses (i)-(iii), collectively, "Players").

Each Player is responsible for ensuring that all of his or her streaming of video game content is conducted in a manner that is wholly consistent and in compliance with the terms of this Policy and any applicable Official Rules (as defined below) and that all of the terms of this Policy and any applicable Official Rules that are applicable to the Player are adhered to by any Platform that is owned or controlled by any party other than the League or Activision Blizzard or its designated streaming partners (a "Third Party Platform").

B. *Does this Policy apply to endorsements by Players (e.g., television commercials or trailers) that do not involve streaming?*

No. A Player may endorse products and services so long as the Player and the endorsement (i) do not mention, reference or include any video game content of Overwatch or any other game published by Activision Blizzard ("Other Activision Blizzard Games"), (ii) do not utilize any League, Team or Activision Blizzard logos, trademarks or other intellectual property, (iii) do not endorse any product or service on the Off Limits List (as defined below), (iv) are not likely to bring the League, any of its Teams, Activision Blizzard, any of its games or the Player or any other Player into Disrepute (as defined below) and (v) are otherwise in compliance with the Official Rules. For purposes of this policy, "Official Rules" means the official rules, standards, policies and practices as defined by the League from time to time.

C. *Does this Policy allow a Player to stream with other Players?*

Players are permitted to stream video game content from a game that the Player is playing either alone or with one other Player. If more than two Players are playing a game, then they will be deemed to be playing as a "team" and therefore may not stream any video game content related to that game without the prior approval of the League and their respective Teams. Players are responsible for ensuring that Third Party Platform providers do not aggregate streams of individual Players to give the appearance of multiple Players playing together.

4. KEY PRINCIPLES

What are the most important considerations to keep in mind when streaming?

Players should always think about the implications and consequences of their actions while streaming, including sharing any information about themselves, their Teams or the League. The press, public and gaming community are likely to scrutinize each Player's actions, so Players should be mindful of the lasting reputational and professional impact of their behavior while streaming. Always use good judgment and, if in doubt, seek League guidance prior to participating in any streaming.

5. CONTENT AND CERTAIN RESTRICTIONS

What content can be streamed without League approval, and how can that streaming be conducted?

- Players may stream video game content of **Overwatch** using their individual monikers/tags, both during and outside of the League's season, provided that the streaming:
 - (i) may not be distributed via broadcast, cable or satellite television – all streaming of Overwatch must be limited only to the Internet;
 - (ii) may not be distributed via any Platform during the period of one hour before and one hour after any official League game, tournament, other competition or any other scheduled League activity or event (collectively, "League Events") or any other game, tournament, other competition or any other scheduled league activity or event that is organized by Activision Blizzard (collectively, "Affiliated League Events"); provided that this clause (ii) will not apply to video on demand which has been properly made available in the first instance and requested for viewing by the consumer;
 - (iii) must be pre-approved by the Player's Team either on an individual basis or a blanket contractual approval (if he or she is under contract with a Team at the time);
 - (iv) must be in standard game modes (such as quick play, competitive play or arcade);
 - (v) may not be part of any other organized competitive play, such as any tournament or custom game; and
 - (vi) except as expressly modified by the terms of this Policy, complies with the terms of the Blizzard End User License Agreement and other Activision Blizzard policies and agreements, as applicable.
- Players may stream video game content of **Other Activision Blizzard Games** using their individual monikers/tags, both during and outside of the League's season, provided that the streaming:
 - (i) may not be distributed via broadcast, cable or satellite television – all streaming of Other Activision Blizzard Games must be limited only to the Internet;

- (ii) may not be distributed via any platform during the period of one hour before and one hour after any League Event or Affiliated League Event;
- (iii) must be pre-approved by the Player's Team either on an individual basis or a blanket contractual approval (if he or she is under contract with a Team at the time);
- (iv) must be in standard game modes;
- (v) may not be part of any other organized competitive play, such as any tournament or custom game; and
- (vi) except as expressly modified by the terms of this Policy, complies with the terms of the Blizzard End User License Agreement and other Activision Blizzard policies and agreements, as applicable.

- Players may stream video game content from **games that are not published by Activision Blizzard** ("Non-Activision Blizzard Games") using their individual monikers/tags (subject to the restrictions below), both during and outside of the League's season, provided that:

- (i) the streaming may not be distributed via broadcast, cable or satellite television – all streaming of Non-Activision Blizzard Games must be limited only to the Internet;
- (ii) the Player's moniker/tag may not reference any Activision Blizzard character, game, setting or other similar reference or intellectual property;
- (iii) the game must be rated by the Entertainment Software Rating Board (the "ESRB") and may not be rated "AO" (or its equivalent at any time);
- (iv) the streaming may not be distributed via any platform during the period of one hour before and one hour after any League Event or Affiliated League Event;
- (v) both the game and the Player's streaming must be pre-approved by the Player's Team either on an individual basis or a blanket contractual approval (if the Player is under contract with a Team at the time); and
- (vi) the streaming may not be part of any other organized competitive play, such as any tournament or custom game.

6. RESTRICTIONS

What are the limitations on streaming?

- (i) In creating the video game content, Players must use the most current commercially released version of the game, with all then-published patches and updates to the game.
- (ii) In no event may Players utilize any “cheats” that have not been published by the publisher of the game, or any other software that impacts the performance of the game.
- (iii) Any streaming must comply with all laws regarding copyrights, trademarks, rights of publicity and other intellectual property rights. Players must not infringe any copyrights, trademarks, rights of publicity or other intellectual property rights (including League and Team logos and Team names) in connection with their streaming. Any use of the copyrights, trademarks, rights of publicity or other intellectual property rights of the League or any Team for any business or commercial venture – including any streaming that is monetized by a Player in any way – is strictly prohibited, unless it has been pre-approved by the League and/or the applicable Team. That said, when streaming Overwatch video game content, Players may wear clothing displaying League and Team trademarks and other intellectual property, subject to any restrictions on such use that may be imposed by the League or the applicable Team.
- (iv) All Players are responsible for ensuring that they (and any applicable Platforms) have all necessary rights to use any other intellectual property (including any music, background images or use of logos or other trademarks) that is included in the video game content.
- (v) Players may not directly or indirectly endorse the playing or purchase of any Non-Activision Blizzard Game in any manner, including by making any calls to purchase or making any statements which constitute endorsement, marketing or advertising for such Non-Activision Blizzard Game.
- (vi) In no event may any streaming include any video game content, actions, comments, language or other material that could be expected to bring any Player, the League, any of its Teams, any direct or indirect owner of any Team, any executive or other employee of the League, Activision Blizzard or any of its games, products and services or any broadcaster, distributor, sponsor, licensee or other business partner of the League or any of its Teams into Disrepute (collectively, “Protected Entities”). For purposes of this Policy, the term “Disrepute” means any activity or practice that brings any of the Protected Entities into public disrepute, scandal or ridicule or shocks or offends the community, or derogates from the Protected Entities’ public image, or 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 any Protected Entity. Examples of behavior that could result in Disrepute include, without limitation, any challenge or questioning of any officiating, any criticism of Overwatch or any Other Activision Blizzard Games, any challenge to the legitimacy of any game, tournament or competition or the impartiality of the League or any League official, any political, violent, threatening, discriminatory, harassing or defamatory words or

actions or any encouragement or endorsement of any of the foregoing. Players must use reasonable efforts to ensure that any fan commentary adheres to the same principles, including by discouraging any commentary that could bring any Protected Entity into Disrepute.

- (vii) While streaming, a Player must clearly communicate that any opinions expressed are solely his or her own opinions and that any commentary or other statements made by the Player during such streaming should not be attributable to the League, any of its Teams or Activision Blizzard.
- (viii) In no event may any video game content or any Third Party Platform through which the video game content is streamed link to any web site or other Platform of the League, any Team or Activision Blizzard without express written permission from such entity.
- (ix) All streaming must comply with all laws, rules and regulations of every jurisdiction in which the streaming is made available, including, without limitation, any laws, rules or regulations relating to advertising or endorsements.
- (x) Players may not disclose any non-public or proprietary information of or relating to the League, any of its Teams, Activision Blizzard or any of its games, including any non-public or proprietary information regarding any sponsor or other business partner of the League or any Team, either during or otherwise in connection with such streaming.

7. MONETIZATION

To what extent may Players monetize their streaming?

Players streaming **Overwatch** or **any Other Activision Blizzard Game** may place (and may permit Platforms to place) advertising and sponsorships in their streams or in overlays of their streams, including accepting direct advertising and sponsorships, provided that (i) in no event may any streaming endorse, promote, feature or otherwise reference any products or services that are on the Off Limits List (as defined below), (ii) in no event shall such advertising or sponsorship modify, alter or otherwise interfere with the proper rendering of the video game content associated with the stream. Players may accept direct payment from Third Party Platforms for any streaming permitted under this Policy with respect to Overwatch and any Other Activision Blizzard Game. Player may also accept direct payment from fans (e.g. tips, subscriptions, etc.). Players may not directly or indirectly market or sell any digital or physical merchandise that includes or references any logos, trademarks or other intellectual property of the League, any of its Teams or Activision Blizzard (including any intellectual property related to Overwatch or any Other Activision Blizzard Game) without the applicable entity’s consent; however, Players are permitted to market and sell digital or physical merchandise featuring the Player’s own name, moniker/tag, image or other intellectual property (provided that no such merchandise includes any association with a product or service on the Off Limits List).

Players streaming **Non-Activision Blizzard Games** may not accept any direct or indirect compensation from any publisher, producer, owner or licensee of such game. Subject to any necessary licenses or permissions from the publisher of such Non-Activision Blizzard Games, Players may place (and may permit Platforms to place) advertising and sponsorships in their streams or in overlays of their streams, provided that in no event may any streaming endorse, promote, feature or otherwise reference any products or services that are on the Off Limits List. Players may not directly or indirectly market or sell any digital or physical merchandise that includes or references any logos, trademarks or other intellectual property of the League, any of its Teams or Activision Blizzard (including any intellectual property related to Overwatch or any Other Activision Blizzard Game) without the applicable entity's consent; however, Players are permitted to market and sell digital or physical merchandise featuring the Player's own name, moniker, image or other intellectual property (provided that no such merchandise includes any association with a product or service on the Off Limits List).

All Players are required to strictly comply with the FTC Guides Governing Endorsements and Testimonials.

8. THE OFF LIMITS LIST

Is any type of advertising, sponsorship or other marketing affiliation prohibited?

Yes. The following product and service categories comprise the "Off Limits List." Players are strictly prohibited from endorsing or having any other commercial association with any of these products and services on the Off-Limits List and may not include any advertising, promotion, endorsement or other sponsorship of any of these products and services in any streaming:

- Non-Activision Blizzard Games and related exploitations (except for the Streaming itself of a Non-Activision Blizzard Game)
- Drugs (whether legal or illegal) and any products used to consume drugs
- Tobacco and any products used to consume tobacco
- Cannabis and any products used to consume cannabis
- Pornography, sexual or adult oriented products or services
- Gambling/casinos (whether legal or illegal)
- Firearms/weapons
- Political candidates or ballot initiatives
- Alcohol (other than beer, wine, cider and other malt beverages)
- Any activity that is prohibited by any law, rule or regulation of the United States or any jurisdiction in which the streaming is recorded or made available ("Applicable Law")
- Any competitor of the League or any of its Teams (or their respective sponsors) – the League and each Team shall be permitted to determine whether any entity is a competitor in its sole discretion
- Any other product, service, business or activity that, in the League's or the applicable Team's sole discretion, would bring the League, any Team, Activision Blizzard or any of its games into Disrepute

The League may update the Off Limits List from time to time by giving notice to all Players who are under contract with any Team at the time.

9. REMOVAL OF CONTENT

Can the League require any Player to remove any previously-distributed content from the public domain or prohibit the streaming of future content?

Yes. The League may, in its sole discretion, instruct any Player to take down or otherwise remove any content that has previously been distributed or prohibit future streaming for any reason, including as a result of any Player's non-compliance with this Policy. Failure to comply with any such instructions may subject the Player to discipline by the League.

10. INDEMNIFICATION

Are Players required to protect the League and its affiliates from potential third party claims?

Yes. Pursuant to the League's standard player contract, each Player must indemnify the League, its Teams and Activision Blizzard from any and all damages and liabilities that arise from or relate to any streaming in which such Player participates (other than any streaming conducted by the League or the Player's Team), including any claims resulting from any violations of the Player's obligations under this Policy and any claims involving intellectual property infringement.

11. CHANGES AND INTERPRETATION

Can the League change or interpret this Policy?

Yes. The League may update, supplement or otherwise modify this Policy at any time in its sole discretion. In such event, the League will provide notice of the update, supplement or other modification to all Players who are under contract with any Team at the time. Moreover, the League has the sole discretion to interpret this Policy and the League's interpretation of this Policy shall be final and binding.

12. RIGHTS OF USE

Can the League and the Teams use my streaming content?

Yes. Pursuant to the League's standard player contract, each Player grants the League, his or her Team and Activision Blizzard the right to use and exploit any streaming of any Overwatch or Other Activision Blizzard Game video game content in which the Player participates. The League, the Player's Team (subject to the Official Rules) and Activision Blizzard may use the streaming for any purpose, including advertising, marketing and other commercial purposes, and may incorporate the streaming into Overwatch or any Other Activision Blizzard Game.

13. QUESTIONS

What should I do if I have any questions about this Policy or its application?

You are encouraged to check with the League before participating in any streaming that might violate this Policy. Questions about this Policy should be directed to the designated contact at the League. Any exceptions to this Policy must be approved in writing by an authorized representative of the League (and the Player's Team, if applicable), provided that in no event may any such exception authorize or permit any violation of applicable law.

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OVERWATCH
LEAGUE

OFFICIAL RULES, TERMS AND CONDITIONS

INAUGURAL SEASON

Version 1.0

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1. INTRODUCTION

- 1.1. **Purpose.** The Overwatch League, LLC, a Delaware limited liability (“**OWL U.S.**”) company which holds certain intellectual property and other rights in respect of the Game (as defined below) within North America, and The Overwatch League B.V., a Netherlands *besloten vennootschap* (“**OWL B.V.**”) which holds certain intellectual property and other rights in respect of the Game outside North America (individually or collectively, as the case may require, such entities are referred to herein as the “**League Office**”), have established the Overwatch League (the “**League**”) for professional play of the Game. These Overwatch League Official Rules, Terms and Conditions, including any updates, amendments or supplements thereto (“**League Rules**”), in each case pursuant to Section 1.6, have been adopted by the League Office in order to codify the rules and standards of conduct that will apply as a condition to participation in the League, including in all pre-season, regular-season, and post-season games, matches and tournaments and all other League Office-organized exhibition matches, promotional events, marketing events, streaming sessions, sponsor events, photo shoots, press conferences and interviews, charitable events, webcasts and chats, media events, opening and closing ceremonies, awards ceremonies and other calendar items in the League Schedule (“**League Events**”). These League Rules have been designed by the League Office to ensure fair play of the Game, to preserve the integrity of all League Events, to protect the image and reputation of the League and to create a consistent and high-quality experience for members of the public that attend League Events. The League Office’s authority, responsibility, obligations and consent rights as expressed herein will be exercised in the League Office’s sole discretion. These League Rules supplement and do not supersede the Team Participation Agreement or Player Agreement. For the avoidance of doubt, all terms and conditions of each Team Participation Agreement, as amended from time to time, will be binding at all times on the respective Team and, to the extent applicable, the Players of such Team, for which each Team Participation Agreement is binding.
- 1.2. **Applicability.** These League Rules govern the conduct of the players (each, a “**Player**”), head coach, general manager and other full-time coaches, managers, trainers, and other employees, staff and contractors (“**Team Managers**”) of each team that has been admitted to play in the League (“**Team**”). In addition to Players and Team Managers (collectively, “**Team Members**”), these League Rules also govern the conduct of all direct and indirect owners of entities that own Teams admitted to play in the League (each, an “**Owner**”). By following these League Rules, Team Members and Owners will help to promote long-term fan interest and loyalty, which benefits all participants in the League.
- 1.3. **Disclaimer.** Each Team Member acknowledges and agrees that by adopting and enforcing these League Rules, the League Office is not creating an employment relationship with Team Members. Each Team Member is employed solely by his or her Team. Nothing in this Agreement may be construed or reasonably relied upon as evidence that the League Office is an employer, joint-employer, and/or co-employer of any Team Member. Furthermore, nothing in these League Rules may be relied upon as evidence that a Team Member has a contract of employment for any particular period of time.
- 1.4. **Acceptance and Agreement.** Each Team Member must, as a condition of participation as a Player or Team Manager of a Team in the League, agree to comply at all times with the Official Rules. The League Office reserves the right to require each Player and Team Manager of a Team to complete and sign a Team Member Certificate and Acceptance Form

in a form to be provided by the League Office (“**Acceptance Certificate**”). The initial form of Acceptance Certificate is attached to these League Rules as Attachment A. Each Owner must, as a condition of his/her/its ownership of a Team, agree to comply at all times with the Official Rules.

- 1.5. **Compliance.** Each Team is responsible for ensuring that each Team Member complies with the applicable provisions of these League Rules, including without limitation the provisions in Section 6 (Code of Conduct).
- 1.6. **Amendments, Supplements and Official Communications.** The field of professional esports competitions is still relatively new and changing rapidly, and these League Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, the League Office (a) may update, amend or supplement these League Rules from time to time; provided that no such update, amendment, or supplement will have the effect of amending, canceling, superseding or modifying any term or provision of the applicable Team Participation Agreements; and (b) may interpret or apply these League Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Owners and Team Members.

2. ROLE OF THE LEAGUE OFFICE

- 2.1. **General Role of the League Office.** The League Office will be responsible for organizing and managing the League and interpreting, applying and enforcing the Official Rules.
- 2.2. **Powers and Responsibilities of League Office.** The powers and responsibilities of the League Office will include the following:
- (a) Supervising general League operations and deciding on the League format, including global/regional divisional and/or conference allocations (e.g., Atlantic division and Pacific division), if any, controlling the number of Teams in each division and/or conference, and determining playoff eligibility and structure;
 - (b) Approving the dates and formats for any player combine, tryouts or any similar event or process selected or subsequently established by the League Office, weeks of season play, dates for pre-season, regular-season and post-season games, and any all-star game or similar event, sponsor events and other calendar items for the League;
 - (c) Approving the procedures used to select which Players will attend and be eligible to participate in League games and other events and in any combine, tryouts or any similar event or Player selection process implemented by the League Office from time to time;
 - (d) Setting the League Schedule for pre-season, regular-season and post-season Game play, and selecting event locations, including the locations for the Playoffs and the Overwatch World Championships, and entering into arrangements with respect thereto;
 - (e) Selecting and appointing tournament officials, referees and administrators;
 - (f) Judging tournament/match protests; and

- (g) Creating, amending, modifying, interpreting, and/or applying all or any of the Official Rules, including without limitation the power to levy fines or other forms of discipline for violations thereof.

2.3. League Office Discipline

- (a) In order to establish the integrity of the League and preserve its reputation for open and fair competition, the League Office will have the right to impose certain sanctions for violations of the Official Rules. By agreeing to these League Rules, each Team Member and each Owner acknowledges and agrees that (i) he/she/it may be subject to public reprimands, fines, suspensions, debarment and/or disqualifications imposed by the League Office for violation of the Official Rules; and (ii) these reprimands, fines, suspensions, debarment and/or disqualifications are reasonable and necessary in order to maintain public confidence in the honest and orderly conduct of League games, matches or tournaments and the integrity of the League, the Game and the Teams.
- (b) The League Office will have the right to monitor compliance with the Official Rules and investigate possible breaches of the Official Rules. By agreeing to these League Rules, each Team Member and each Owner agrees to cooperate with the League Office in any internal or external investigation that the League Office conducts relating to a suspected violation of the Official Rules or Applicable Law. Team Member and Owners have a duty to tell the truth in connection with any investigation conducted by or for the League Office and have a further duty not to obstruct any such investigation, mislead investigators or withhold, tamper with, or destroy evidence.
- (c) If the League Office determines that a Team Member or Owner has violated the Official Rules, the Team Member or Owner may be publicly reprimanded, fined, suspended, debarred and/or disqualified from the League, as determined by the League. For example, the League Office may:
 - (i) Issue a private or public warning to the Team and/or Player;
 - (ii) Disqualify the Team and/or Player from participating in one or more future League Events;
 - (iii) Revoke all or any part of the results, performance bonuses, or eligibility for participation in any matches (including without limitation Title Matches and Playoffs) with respect to the Team and/or Player; and/or
 - (iv) Levy fines against the Team and/or Player, which, to the extent allowed by Applicable Law, may be deducted from payments otherwise due to the Team and/or Player from the League and/or League Office.
- (d) The League Office’s determination as to the appropriate disciplinary action will be final and binding. The League Office reserves the right to lock out Teams and/or Players whose eligibility is in question or who have been disqualified or are otherwise ineligible to participate in League Events.
- (e) The failure by a Team and/or Player to (i) promptly report a bribe offer or an attempt to throw, fix or alter a game, match or tournament (or any components thereof) or any other material violation of these League Rules or Applicable Law to the League Office, or (ii) cooperate with any internal or external investigation that the League Office conducts relating to a suspected violation of these League Rules or Applicable Law is, itself, a violation of these League Rules.

3. PLAYER ELIGIBILITY REQUIREMENTS

- 3.1. **Age.** Each Player must be at least eighteen (18) years old on or before April 5, 2018 to be eligible to compete in the Overwatch League in Season 1. If a Player is under eighteen (18) at the date of signing the Player Agreement, a legal guardian for such Player must sign on the Player's behalf and the Player must reaffirm the Player Agreement after turning eighteen (18). No Player will be permitted to compete in a Regular Season Stage unless such Player is eighteen (18) on or before the first day of such Stage and the Player has reaffirmed the Player Agreement and these Official Rules. The League Office reserves the right to modify this provision to reflect international standards applicable to international Players competing in the U.S. and/or to all Players competing or appearing in international events.
- 3.2. **Ineligible Players.** No Player or Team Manager may be a director, officer or employee of the Blizzard Group or the League Office, unless the League Office has been notified of and has expressly authorized such relationship in writing.
- 3.3. **Maintaining Eligibility.** In order to be eligible to compete in Overwatch League events, each Player must (a) be in good standing with the League Office and Blizzard Group, including by remaining in compliance with the Official Rules, Player Streaming Policy, and by maintaining at all times in good standing any Battle.net account associated with the Player in compliance with all applicable terms and conditions of the Blizzard End User License Agreement; and (b) be in good standing with the Team of which he or she is a member, including by remaining in compliance with his or her Player Agreement.

4. PLAYER SUMMIT AND ONGOING EDUCATION

- 4.1. **Purpose.** The League Office will host one or more training and education events for the benefit of Players, which may include a Player Summit and certain ongoing training and education events during the course of each season. The purpose of these events is to inform Players of the rules and regulations applicable to them as participants in the League, as well as to train and educate Players in areas that will be helpful to Players, Teams and the League.
- 4.2. **Attendance.** Attendance at the Player Summit, if applicable, and any education or training events hosted by the League Office during each season is mandatory for each Player. The League Office will provide each Player with advance notice of the dates and times of the Player Summit and any ongoing training.

5. LEAGUE FORMAT AND SCHEDULE

- 5.1. **League Divisions.** Teams competing in the League will be divided into two divisions:
- (a) **Pacific Division:** Dallas Fuel, Los Angeles Gladiators, Los Angeles Valiant, San Francisco Shock, Seoul Dynasty, and Shanghai Dragons.

- (b) **Atlantic Division:** Boston Uprising, Florida Mayhem, Houston Outlaws, London Spitfire, New York Excelsior, and Philadelphia Fusion.
- 5.2. **Preseason Format and Schedule.** The League Office will determine the format, schedule, and Player participation requirements for an official preseason tournament (the "**Preseason Tournament**"). There will be no performance bonus associated with the Preseason Tournament. Preseason Tournament results will not impact Regular Season scheduling or Playoff eligibility.
- 5.3. **Regular Season Format and Schedule.**
- (a) The regular season of Overwatch League competition (the "**Regular Season**") will consist of four distinct competition segments (each a "**Stage**").
- (b) Each Stage will consist of five weeks of competition followed by a two-match playoff among the three teams with the most match wins during that specific stage (each a "**Title Match**").
- (c) Each Title Match will follow the following format and schedule:
- (i) Each Title Match will take place on the last Saturday of each Stage.
- (ii) In the first match the 3rd place finisher from the Stage will compete against the 2nd place finisher from the Stage. The winner of this match will go on to play the 1st place finisher from the Stage, with the resulting winner deemed the overall winner of the Stage Title Match. In each case the higher seeded team will be the home team.
- (iii) Winners of Stage Playoffs will earn performance bonuses as follows:
- (1) First Place Team: \$100,000
- (2) Second Place Team: \$25,000
- (d) Title Match results will not count toward Playoff seeding or tiebreakers.
- (e) Each Title Match will be followed by approximately one week without competition, following which break the next Stage will begin.
- (f) During each week of each Stage, three matches per day will be played on Wednesdays, Thursdays, Fridays and Saturdays (with the additional Stage Playoffs on the last Saturday of each Stage).
- (g) The League Office will determine all match pairings, home and away teams, days, start times, and other scheduling details. The League Office will communicate these scheduling details to Teams in writing. The League Office reserves the right to adjust match scheduling at any time before or during the season.
- (h) Each Team will have 20 home matches and 20 away matches during the Regular Season, not including Title Matches.
- (i) All home and away games will be played in the Blizzard Arena.
- 5.4. **Match Structure.** Each match will consist of four competitive maps selected by the League Office. The winner of each match will be the Team that has won more maps than the other Team. All four maps will be played, regardless of the outcome of the first three maps. The win/loss differential of all four maps will count toward the end-of-season rankings of Teams in the event of ties.
- (a) **Prevention of Match Ties.** In the event that neither Team has won more maps at the conclusion of the fourth map (e.g., a 2-2 tie or 1-1-2 tie), a tiebreaker map will be played (Control). This tiebreaker map will count towards the end-of-season rankings of Teams in the event of ties.

- (b) *Match Duration.* Each match will include scheduled breaks as determined by the League Office. Each match will include at a minimum 3-minute breaks between maps and an approximately 8-minute “**Halftime**” following the second map.
- 5.5. **Map Selection.** The League Office will determine the maps for all Preseason Tournament, Regular Season, Playoff, and Overwatch World Championship matches. Each Stage of the Regular Season may include different maps and/or a different order of maps that Teams compete on in each individual match. The League Office will notify all Teams (and the general public) of the maps that will be played in advance of each Stage as follows:
 - (a) Two weeks before the Preseason Tournament for all matches played during the Preseason Tournament;
 - (b) Two weeks before the first Regular Season match for all matches played during the first Stage of the Regular Season;
 - (c) On or before the last day of Stage 1 for all matches played in Stage 2; on or before the last day of Stage 2 for all matches played in Stage 3; and on or before the last day of Stage 3 for all matches played in Stage 4;
 - (d) On the last day of Stage 4 for all matches played during the Playoffs and Overwatch World Championships (note that all matches in the Title Matches will take place on the maps selected for the Stage such Title Matches are related to);
 - (e) The League Office reserves the right to alter these notice periods.
- 5.6. **Game Settings.** During each League match the game settings for Overwatch will conform to the following standards:
 - (a) Matches will be played on the “Competitive” ruleset.
 - (b) The League Office will designate each Team either the “Home” or “Away” team.
 - (c) Each Team will compete in its respective “Home” or “Away” skins in each match.
 - (d) The Home Team will defend first for every map (as applicable) within the match.
 - (e) During the course of the season Overwatch may receive any number of patches or other changes that affect gameplay. The League Office will determine when to update the version of Overwatch used in official Overwatch League competition to take account of any such patches or other changes.
- 5.7. **Playoffs Format and Schedule.**
 - (a) The winning Team of each Title Match will not earn special consideration toward qualifying for or participating in the Playoffs.
 - (b) Six Teams will participate in the Playoffs. The top finisher from each Division will earn a number one seed in the Playoffs, which is rewarded with a bye in the first round of competition. The remaining four slots will be filled by the four Teams with the best win/loss records during the Regular Season (not including the Preseason Tournament or any Title Match).
 - (c) Playoffs will be structured as follows:
 - (i) The winner of each round of the Playoffs will be the Team that prevails in a best-of-five series (a “**Series**”) against its opponent.
 - (ii) Each Series will take place over the course of three days, with one match played on each of the first two days and up to three matches played on the third day if necessary.
 - (iii) Individual matches will be best-of-five; provided, however, that once a Team wins three maps in any match, that match is over and no additional

- maps will be played. Map differentials are not taken into account during the Playoffs.
- (iv) The first place Team from each Division will earn a first-round bye in the Playoffs.
- (v) In the quarterfinal Series, the 3rd place Team will compete against the 6th place Team (Series A), and the 4th place Team will compete against the 5th place Team (Series B).
- (vi) In the semifinal Series, the Teams will be reseeded to reflect their records during the Regular Season. The Team with the best Regular Season record will play the Team with the worst Regular Season record (Series C), and the Team with the second-best Regular Season record will play the Team with the third-best Regular Season record (Series D).
- (vii) In the Overwatch World Championship, the winner of Series C will compete against the winner of Series D.
- (d) The League Office will determine all match pairings, home and away teams, days, start times, and other Playoff scheduling details. The League Office will communicate these scheduling details to Teams in writing. The League Office reserves the right to adjust match scheduling at any time before or during the season.
- 5.8. **Breaking Ties.** In the event two or more Teams are tied in the overall standings at the end of a Stage (for determination of the Title Match seeding) or the Regular Season (for determination of Playoff seeding and Performance bonuses), such ties will be broken as follows (in order):
 - (i) First, the total map differentials of the tied Teams will be compared. The Team that has the better winning percentage over the course of the entire Regular Season (not including Title Matches) will prevail.
 - (ii) Second, the head-to-head map differential records of the Teams will be compared. The Team that has won the most maps against the other will prevail.
 - (iii) Third, the head-to-head full match (not map) win/loss records of the Teams will be compared. The Team that has won the most matches against the other will prevail.
 - (iv) Fourth, if a tie between two or more Teams remains, the Teams will play a tie-breaking match pursuant to the Regular Season match rules, with all other format and scheduling details to be determined by the League Office.
- 5.9. **Performance Bonuses.** Performance bonuses are available to Teams as follows:
 - (a) Best win/loss record during the Regular Season:
 - (i) 1st Place Finisher: \$300,000
 - (ii) 2nd Place Finisher: \$200,000
 - (iii) 3rd Place Finisher: \$150,000
 - (iv) 4th Place Finisher: \$150,000
 - (v) 5th Place Finisher: \$100,000
 - (vi) 6th Place Finisher: \$100,000
 - (vii) 7th Place Finisher: \$75,000
 - (viii) 8th Place Finisher: \$75,000
 - (ix) 9th Place Finisher: \$50,000

- (x) 10th Place Finisher: \$50,000
- (xi) 11th Place Finisher: \$25,000
- (xii) 12th Place Finisher: \$25,000
- (b) Best win/loss record during the Playoffs:
 - (i) World Champion: \$1,000,000
 - (ii) Runner Up: \$400,000
 - (iii) 3rd Place: \$100,000
 - (iv) 4th Place: \$100,000
 - (v) 5th Place: \$50,000
 - (vi) 6th Place: \$50,000

5.10. Equipment Rules. All Teams and Players must comply with the following equipment rules for each League match:

- (a) *League-Provided Equipment.* The League Office will provide the following hardware for each Player for each match:
 - (i) Gaming PC
 - (ii) Monitor
 - (iii) Keyboard
 - (iv) Mouse
 - (v) Noise-cancelling headset with microphone
 - (vi) Competition "desk"
 - (vii) Chair
 - (viii) Mousepad
 - (ix) Upon request: mouse bungee.
- (b) *Player-Provided Equipment.* Players have the option of using their own keyboard, mouse, mousepad and mouse bungee (the "**Peripherals**") during each match. Players may request the use of additional personalized equipment under special circumstances only. The League Office will decide any such requests on a case-by-case basis. Player-owned equipment must be compatible with League Office-provided competition equipment. The League Office is not responsible for ensuring Player-owned equipment is in working condition. The League Office reserves the right to inspect all Player-Owned equipment to ensure compliance with these League Rules.
- (c) *Branding on Player-Provided Equipment.* Player-provided equipment permitted by the League Office for use in competition may display only the customary manufacturer branding that exists on such items in the marketplace.
- (d) *Delivery and Installation of Player-Provided Equipment.* Players and/or Teams will notify the League Office of the Peripheral preferences for each Player by the deadline provided by the League Office. The League Office will then order three (3) sets of Peripherals for each Player to be kept on-site at Blizzard Arena. One set will be used in the Practice Facility, one for live competition, and one kept on hand as a backup. Players who wish to use "worn" Peripherals in the Practice Facility may do so at their option, and Players who use Peripherals that are no longer commercially available may submit a special request for variance from the preceding rules. The League Office will be responsible for installing Player-owned equipment on the Field of Play prior to each match. If a player wishes to switch to different Peripherals at any time following the initial notification and purchase by

the League Office, he or she may do so by notifying the League Office of such new Peripherals at least 21 days prior to intended use in competition.

- (e) *External Hard Drives for Player Settings.* Each Player will compete using a League Office-owned and managed removable solid state drive, or "SSD". This SSD will be copied from the Player's League Office-provided practice hardware and will contain critical competition elements such as the Overwatch game client and peripheral drivers, and settings as configured by the Player.
- (f) *Installation and Use of External Hard Drives.* The League Office will provide additional detail on installation and use of Player SSDs prior to the start of the Preseason Tournament, which rules and guidance the League Office may update from time to time. The League Office reserves the right to call for drive updates as needed throughout each Stage at any time, and to require random inspection or auditing of cloned drives.

5.11. Player Apparel.

- (a) *Uniform.* The Player uniform consists of the League-sanctioned Team jersey (home and away), the League-sanctioned Team hat, the League-sanctioned Team warm-ups, and the League-sanctioned Team jacket (collectively, the "**Uniform**").
- (b) *Mandatory Elements During Competition.* The League-sanctioned jersey and warm-up pants must be worn by all Players competing in live competition. The jersey must be fully visible, front and back, during competition. The jersey may not be covered by another element of the Uniform or otherwise obscured in any way. Players must wear the League-sanctioned "home" jersey during live competition when competing as the Home Team, and the League-sanctioned "away" jersey during live competition when competing as the Away Team.
- (c) *Optional Elements During Competition.* In addition to the League-sanctioned jersey and warm-up pants, Players appearing on the Field of Play may also wear (i) a League-sanctioned, Team-branded hat (including sponsor logo if approved by the League for competition), (ii) an undershirt that matches the Team color scheme (as set forth in the Team Style Guide) or is black, white or grey, so long as such undershirt does not obscure the jersey, (iii) a reasonable amount (as determined by the League Office) of jewelry, rings, bracelets and necklaces, and (iv) a watch of any brand, selected by the Player (smart watches prohibited). All players must wear close-toed shoes (of any brand). Under no circumstances may Players wear hats, undershirts, or other articles of clothing or accessories that display sponsor logos or other visible words, characters, or other images or messages, other than as expressly permitted by the League Office. Players are also prohibited from wearing smart devices, fitness devices, or other devices with computing capabilities of any kind other than a digital watch. Players must remove their warm-up tops and/or jackets prior to the start of live competition and remove them from the Field of Play. Players may not wear headphones/headsets (other than the headset provided by the League Office for competition), sunglasses or non-prescription glasses, or other branded items on the Field of Play. Players may request the use of additional apparel under special circumstances only. The League Office will approve or decline any Team or Player request for additional apparel on a case-by-case basis.
- (d) *Dress Code at Blizzard Arena: Match Days.* Players must wear some or all elements of the League-sanctioned Uniform at all times while at Blizzard Arena on a match

day in which the Player's Team will compete. For the avoidance of doubt, Players must wear the Uniform before competition, beginning at such time as the Player arrives at Blizzard Arena, and after competition until the Player leaves Blizzard Arena on match days.

- (e) *Dress Code at Blizzard Arena: Non-Match Days.* On days when the Player's Team will not compete, Players may appear at Blizzard Arena, subject to the following:
 - (i) Player apparel may not display names or logos of products or services in the "Off Limits List" in the Player Streaming Policy.
 - (ii) Any logos, words, characters, or other images or messages on Players' apparel must comply with the Code of Conduct.
 - (iii) The League Office reserves the right to prohibit any attire that it determines is not consistent with the League's brand standards.
- (f) *Dress Code When Traveling to and from Competition.* While traveling to and from home and away matches Players must comply with the dress code for Players appearing at Blizzard Arena on non-match days.

5.12. Match Day Logistics and Run of Show. The League Office will provide Teams with a detailed description of Team obligations on each match day in which the Team competes (the "**Match Day Guide**").

5.13. Referees. Each match will be regulated by two (2) referees selected by the League Office. Referees are League officials responsible for making judgments on every match or game-related issue, question and/or situation which occurs before, during and immediately following a game or match. Their oversight includes, but is not limited to:

- (a) Checking the Team's Starting Roster before a match;
- (b) Checking and monitoring Player-owned equipment and the Field of Play;
- (c) Announcing the beginning of the match or game;
- (d) Ordering a pause or restart of the game;
- (e) Issuing penalties in response to rule violations during the match;
- (f) Confirming the end of the match and its results.

5.14. Promotional Activities and Events. The League Office may require Teams, Players, and/or Team Managers to participate in certain League-related promotional and fan-appreciation events, including without limitation those listed below. For each such event, the League Office may provide a separate set of guidelines and rules for participation which will apply in addition to the following:

- (a) Each Team will permit any Player on its roster or otherwise under contract with such Team to participate in any All-Star Game held by the League Office.
- (b) Each Team will permit any Player on its roster or Team Manager employed by the Team to participate in any "World Cup" events hosted by Blizzard prior to and during the annual community appreciation event known as "Blizzcon".

5.15. Team Composition. A Team's roster for any competition may only contain the Players listed on a roster submitted by the Team pursuant to the following regulations:

- (a) *Roster.* Teams must have six (6) starting Players (the "**Starting Roster**") and may carry no more than six (6) substitute Players (the "**Reserve Roster**") (individually or collectively, as the case may require, such Starting and Reserve Roster are referred to herein as the "**Roster**"). A Team will be considered ineligible if it does not have six (6) Players on its Starting Roster at the start of any competition.

- (b) *Player Agreements.* In order to be eligible to participate in the League, each Player must be retained as an employee of his or her respective Team using the then-current form player professional services agreement as specified by the League Office (the "**Player Contract**"). No Player Contract shall become valid or binding unless it complies with the Official Rules and has been approved by the League Office. No compensation or benefits may be directly or indirectly provided by or on behalf of a Team or any Owner to any Player other than as specified in the applicable Player Contract.

- (c) *Roster Lock.* The League Office will determine a date by which all Player Agreements must be submitted to the League prior the Regular Season (the "**Roster Lock**"). The League Office retains a final right of approval over the Roster submitted by each Team and may reject any Roster that does not comply with these League Rules.

- (d) *Roster Circumvention.* A Team may not circumvent the Roster limit or player eligibility rules by signing a prospective player to an employment or other services agreement.

- (e) *Pre-Match Roster Submission.* Teams must submit their Starting Roster (including seating order) for each match no later than three (3) hours prior to the start of such match. Changes to the Starting Roster after that time are subject to rejection by the League Office.

- (f) *Substitutions Generally.* Teams may make substitutions from their Reserve Roster during a match only between maps and at Halftime. Players who have been substituted out of a match may be substituted back in to the match at a later time, subject to this Section 5.15.

- (g) *Substitution Notice.* Teams wishing to make a substitution must notify the League-appointed Team representative assigned to such Team (the "**Team Rep**") no later than the end of the first round of a given map for the substitution to take effect for the next map. For example, the Team must notify its Team Rep of a desired substitution for the second map by the end of the first round of the first map.

- (h) *Substitution Process.* When a Team has notified its Team Rep of a desired substitution in a timely manner as set forth above, the League Office will swap out the SSD and Peripherals of the replaced Player and swap in the SSD and Peripherals of the new Player during the break between the maps.

- (i) *Press.* The League Office will publicize each Team's Starting Roster no less than one (1) hour before the match. The League Office will publicize any mid-match substitutions during the match broadcast. Teams will not make public their Starting Roster or any expected substitutions unless and until that information is first announced by the League Office.

5.16. Transfer Window.

- (a) The "**Transfer Window**" is defined as the period of time in which Teams can complete trades involving other Teams and/or sign new Players to a Player Agreement. The Transfer Window is the only time in which these changes can occur during the period between Roster Lock and the final match of the season.
- (b) The Transfer Window will open the day following the last day of Stage 1 (including any Title Match matches associated therewith), and close at 5:00 p.m. Pacific Standard Time three days preceding the first day of Stage 4.

5.17. Tampering

- (a) The League Office will maintain and share with Teams a list of Team Rosters for all Teams in the Overwatch League. The League Office will update this list as Teams make approved changes to their Rosters.
- (b) Teams may not contact or otherwise tamper with Players on the Roster of another Team.
- (c) For purposes of these League Rules, “tamper” means any interference by a Team or its Representative(s) with the employer-employee relationship between a Player and another Team. The purpose of this policy is the protect each Team’s contract rights and, at the same time, to allow the intra-League competitive systems devised for the acquisition and retention of Player talent (e.g., the player selection process, Transfer Window) to operate efficiently.
- (d) Unless a Team has received written permission directly from a Player’s employer Team, entering into discussions with a Player or his Representative concerning the new Team’s interest in acquiring the Player during the Transfer Window or otherwise would constitute a violation of this Section 5.17. Under no circumstances should a new Team rely upon any representation by a Player or his Representative(s) that he or she has received permission to enter into discussions for a trade or contract negotiations. Permission must be received in writing directly from the new Team in order to protect the interests of all parties.
- (e) Any public or private statements of interest in a Player under contract with another Team to a Player, a Player’s agent or other Representative, or to a member of the media or general public is a violation of this Section 5.17.

5.18. Roster Updates. The League Office will issue a regular blog post on Overwatchleague.com that explains changes to the Rosters of all Teams in the League. This post will include trades, injuries/illnesses, terminations and Roster additions that occur over the course of the year.

6. CODE OF CONDUCT

6.1. Behavior.

- (a) All Team Members and Owners 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 League, in each case as determined by the League Office. Team Members and Owners are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, League officials, and members of the League Office, the media, sponsors and fans.
- (b) Team Members and Owners 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.
- (c) Team Members and Owners 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.

- (d) The obligation to behave in a professional and sportsmanlike manner includes an obligation on the part of Players and Team Mangers to arrive on time and ready to compete for all games, matches and tournaments in the League Schedule. It also prohibits forfeiting a game or match without reasonable cause.

6.2. Cheating and Game Integrity.

- (a) Players must compete to the best of their skill and ability at all times. Any form of cheating by any Players, Team Managers or Owners will not be tolerated. All Players, Team Managers and Owners are prohibited from influencing or manipulating any Game match (whether a League match or otherwise) with the intent that any aspect of the match is determined by anything other than the competitive merits. Examples of cheating include without limitation:
 - (i) 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);
 - (ii) Attempts to interfere with another player’s connection to the game service through Distributed Denial of Service (DDoS) or any other means;
 - (iii) Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in a Game and/or playing in a Game while logged in to a Battle.net Account registered to someone else; and
 - (iv) 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 Player to lose a match, and receiving leaked scrim footage and/or confidential or proprietary information of another Team.

6.3. Illegal and/or Detrimental Conduct.

- (a) Players, Team Managers and Owners are required to comply with all Applicable Laws at all times.
- (b) A Player, Team Manager or Owner 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, the Blizzard Group, the League Office, or any of their respective Representatives, the League, the other Teams or their respective sponsors or members, the Game or any other product or service of the Blizzard Group. For the avoidance of doubt, Team Member affiliation with individuals, entities or brands that are detrimental to the image or reputation of the Blizzard Group, the League Office, or any of their respective Representatives, the League, the other Teams or their respective sponsors or members, the Game or any other product or service of the Blizzard Group, as determined by the League Office, will be deemed as a violation of this provision and these League Rules.

- (c) Each Team Member and each Owner acknowledges that the League Office and Team Entities 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.

6.4. Anti-Harassment.

- (a) The League Office is committed to providing a competitive Game environment that is free of harassment and discrimination.
- (b) In furtherance of this commitment, Players, Team Managers and Owners 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.

6.5. Gambling.

- (a) Gambling on the outcome of Game games, matches or tournaments (including any components thereof) can pose a serious threat to the integrity of, and public confidence in the League. Players, Team Managers and Owners as well as employees of the League Office or Blizzard Group are not allowed to (i) place, or attempt to place, bets on any games, matches or tournaments (or any components thereof) involving the Game, (ii) associate with high volume gamblers, or deliver information to others that might influence their bets, or (iii) accept a bribe or agree to throw, fix or alter a game, match or tournament (or any component thereof) involving the Game.
- (b) This rule also prohibits Players, Team Managers and Owners from participating in anyone else's betting activities, asking anyone to place bets involving the Game (including without limitation League games, matches or tournaments, or any components thereof) on a Player's, Team Manager's or Owner's behalf, or encouraging anyone else to bet involving the Game (including without limitation League games, matches or tournaments, or any components thereof).
- (c) Players, Team Managers, and Owners likewise are prohibited from engaging in any fantasy esports leagues or games involving the Game 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.

6.6. Alcohol and Drugs.

- (a) The use, possession, distribution or sale of illegal drugs is strictly prohibited. Team Members are prohibited from being under the influence of any substance of abuse, including alcohol or marijuana, while the Team Member is engaged in League Events or on premises that are owned by or leased to the Team or League Office.
- (b) The unauthorized use or possession of prescription drugs by a Player 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 tournament.

6.7. Non-Disparagement.

- (a) Teams, Team Members and Owners have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that Teams, Team

Members and Owners may not make public statements that call into question the integrity or competence of match referees or the League.

- (b) Teams, Team Members, and Owners 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 any member of the Blizzard Group, the League Office, any of their respective Representatives, the League, the other Teams or their respective sponsors or members, the Game or any other product or service of the Blizzard Group. In addition, Players, Team Managers or Owners may not encourage members of the public to engage in any activities that are prohibited by this Section 6.7.
- (c) This Section 6.7 does not, in any way, restrict or impede a Team, Player, Team Manager or Owner 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.

6.8. Software and Hardware.

- (a) Any intentional use, or attempted use, by a Player of any bugs or exploits in the Game is strictly prohibited. The League Office will determine the bugs and exploits prohibited by this rule and whether a Player has taken advantage of a bug or exploit in violation of this rule.
- (b) Players must consult with the League Office before bringing electronic storage devices to any League Event and are not allowed to use any mobile or external communication equipment during a match, including mobile phones.
- (c) Players are prohibited from installing third-party software of any kind on any competition hardware or machines.

6.9. Confidentiality.

- (a) Team Members must keep confidential and not disclose to any third party confidential and proprietary information concerning the Game, League, League Office, Blizzard Group or any Team Entity.
- (b) This Section 6.9 does not, in any way, restrict or impede a Team, Player, Team Manager or Owner 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.

6.10. Reporting.

- (a) Upon becoming aware of any conduct prohibited by this Section 6, Players, Team Managers and Owners are required to immediately report the details to the League Office at legal@overwatchleague.com. Failure to comply with this requirement is an independent violation of these League Rules.

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

7.1. Cap on Liability; No Punitive Damages.

- (a) Each Team Member acknowledges that the League Office, Blizzard Group and their affiliates and Representatives are not insurers of a Team Member's property or a Team Member's personal safety. Team Members who feel that they need

personal property insurance should obtain it from an insurance company or other third party.

- (b) IN NO EVENT WILL THE LEAGUE OFFICE, THE BLIZZARD GROUP OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES BE LIABLE UNDER THESE LEAGUE RULES TO ANY TEAM MEMBER, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY TEAM MEMBER, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY 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 LEAGUE OFFICE, THE BLIZZARD GROUP OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2. Disclaimers.

- (a) Each Team Member and each Owner hereby agrees that the League Office, the Blizzard Group and each of their respective affiliates and Representatives are not responsible for:
- (i) Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
 - (ii) Any League disruptions, injuries, losses or damages caused by events beyond the control of the League Office (although the League Office will take reasonable precautions to ensure reasonable safety); or
 - (iii) Any printing or typographical errors in any materials associated with the League or League Events or the marketing and promotion thereof.
- (b) All prizes are awarded “AS IS” and **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED** (including any implied warranty of merchantability or fitness for a particular purpose).

- 7.3. **Risks Associated with Professional Esports.** To the fullest extent permitted by Applicable Law, each Team Member acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and play of the Game at the professional level 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.

8. LICENSE TO TEAM MEMBER NAME, LIKENESS AND PERSONAL DATA

- 8.1. **Use of Brand Materials.** By agreeing to these League Rules, each Team Member hereby grants to the League Office, the Blizzard Group and their respective affiliates and Representatives 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 Team Member’s name, nickname, BattleTag (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 Game or streams of any other Blizzard Group video game in which the Team Member participates (“**Player Brand 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 League Event (whether in full or in part and whether on a live or delayed basis and all or any part of such League 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 League, the League Events and the Game 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 the League Office; 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 the League Office. 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**.”

- 8.2. **Advertising and Commercial Materials.** The grant of rights and licenses in Section 8.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of the League Office (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Player Brand Materials and the Licensed Materials, and create derivative works thereof, on or in connection with the League Office’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 the League Office (or its sublicensees) for the League, the League Events or the Game from time to time (the foregoing, the “**Advertising and Commercial Materials**”).

- 8.3. **Reality Programming.** If the League Office elects to create reality programming, documentaries or other unscripted programming content that features Players, then the license granted in Sections 8.1 and 8.2 will include the right and license of the League Office or its designee to film, televise, webcast, photograph, identify and otherwise record each Team Member and his or her daily life activities and interactions with others using persistent, 24/7 cameras that may be placed in the Team House, training facility, competition venue and other locations frequented by Team Members (provided that no such filming or recording will occur in any Team Members bathrooms) and create derivative works thereof, in any and all present and future media whether now known or hereafter created (“**Reality Content**”).

- 8.4. **Waivers.** By agreeing to these League Rules, each Team Member hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials, Advertising and Commercial Materials or Reality Content, 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, Reality Content or to his/her participation in the League or League Events. Nothing in these

League Rules requires the League Office to make use of any of the rights or licenses granted herein.

- 8.5. **No Challenge.** Each Team Member agrees not to engage, directly or indirectly, in any acts that might jeopardize, challenge or contest or attempt to acquire, any rights of the League Office or the Blizzard Group in the Licensed Materials, Advertising and Commercial Materials or Reality Content (excluding the Player Brand Materials included therein and licensed hereunder), or any logos or trademarks of the League Office or any member of the Blizzard Group.
- 8.6. **Further Assurances.** By agreeing to these League Rules, each Team Member agrees to take, at the League Office's expense, any further action (including execution of affidavits and other documents) that the League Office reasonably requests to effect, perfect or confirm the rights of the League Office and the members of the Blizzard Group as set forth in these League Rules.
- 8.7. **Perpetual Licenses.** The rights and licenses granted in Sections 8.1, 8.2 and 8.3 (and any sublicense of those rights and licenses) are perpetual and irrevocable, but apply only to the Player Brand Materials that are used with or integrated into Licensed Materials, Advertising and Commercial Materials, Reality Content and other media or materials during the period that the applicable Team Member is employed or otherwise involved as a Player or Team Manager of a Team, including any compilations, adaptations or excerpts of such Licensed Materials, Advertising and Commercial Materials, Reality Content or other media or materials that are created or compiled after such period.
- 8.8. **No Implied Licenses.** Nothing in these League Rules grants, by implication, waiver, estoppel or otherwise, to any Team Member, Owner or any other third party any license or other rights in or to any of the logos or trademarks of the League Office or any member of the Blizzard Group. In particular, Team Members do not receive, by virtue of these League Rules or their participation in the League or League Events, the right to use or display any logo or trademark associated with the League, the League Events, the League Office or the Game, except for where the logos and trademarks are displayed on the official uniforms, clothing and promotional items that may be provided by the League Office to the Team Members during a season and such provided items are used (without alteration) in accordance with these League Rules. If a Team Member requires a license to use any of the foregoing items, he/she must enter into a separate agreement with the licensor for that purpose. By agreeing to these League Rules, each Team Member agrees to refrain from engaging in any marketing, promotional or media activity, other than through the Team Entity or the League Office, that could reasonably be expected to imply the League Office's or the League's sponsorship or endorsement of such activity or of any third party or its products or services.
- 8.9. **Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**
- (a) As between each Team Member and the League Office, each Team Member is the sole owner of Player Brand Materials, except that the Blizzard Group is the sole owner of all BattleTags (or replacement tags), avatars, game play data and statistics and any intellectual property of the Blizzard Group included in streams of the Game or other Blizzard Group video games.
 - (b) As between each Team Member and the League Office, the League Office will be the sole owner of all of the following:

- (i) Licensed Materials, Advertising and Commercial Materials and Reality Content (but not Player Brand Materials that are incorporated into or used in the Licensed Materials, Advertising and Commercial Materials or Reality Content and licensed hereunder);
- (ii) All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for a member of the League Office and that incorporate or make use of all or any part of Player Brand Materials (but not Player Brand Materials that are incorporated or used therein and licensed hereunder);
- (iii) Suggestions, comments and other feedback that a Team Member may provide to the League Office relating in any way to (a) the League, the League Events, the Game or the business of the League Office, and (b) all improvements or enhancements to the League, the Game, League Events and the business of the League Office resulting from any such suggestions, comments and feedback;
- (iv) Data and statistics relating to a Player's play of the Game, and all feeds and data streams of such data and statistics; and
- (v) Intellectual property rights in each of the foregoing existing anywhere in the world.

8.10. Collection of Personal Data.

- (a) The League Office and Blizzard will collect, store and use information collected in connection with the League and League Events (including information collected at live events) in accordance with Blizzard's and the League Office's respective online privacy policies (the "**Online Privacy Policy**"). The current versions of the Online Privacy Policy for U.S. and Canadian Battle.net account holders are found at <http://us.blizzard.com/en-us/company/about/privacy.html> and <http://d2y4mhrku00tr3.cloudfront.net/Overwatch+League+Privacy+Policy+enUS+enGB+ANZ.pdf>.
- (b) By accepting these League Rules, each Team Member and Owner also agrees to the terms of the Online Privacy Policy.

9. RESOLUTION OF DISPUTES

- 9.1. **Disputes Regarding League Rules.** The League Office has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, and 6 of these League Rules ("**Rules Dispute**"), as well as related relief. Rules Disputes and Team Member violation reports should be submitted to the League Office at legal@overwatchleague.com.
- 9.2. **Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that the League Office may have against Team Members or that Team Members might have against the League Office, and any dispute, claim or controversy arising out of or relating to the League or these League 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 the League Office's final, binding authority (whether under Section 9.1 or under separate written agreements entered into with the League Office) or otherwise subject to arbitration

under separate written agreements entered into with the League Office (“**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 9.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude the League Office from seeking and obtaining from any court of competent jurisdiction (without the need for the League Office to post any bond or other security) temporary and/or preliminary injunctive relief against a Team Member for any breach by the Team Member of the terms of these League Rules. Except as otherwise provided by these League Rules or Applicable Law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys’ fees, experts’ fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

9.3. Class Action and PAGA Waivers.

- (a) By agreeing to these League Rules, each Team Member agrees that any arbitration will be limited to the Arbitration Dispute between the League Office and the Team Member individually.
- (b) By agreeing to these League Rules, each Team Member 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 Team Member and the League Office; (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 9.3(c) below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Player 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 Team Member or the League Office 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 9.3(a) and this Section 9.3(b) are referred to as the “**Class Action Waiver**”.
- (c) By agreeing to these League Rules, each Team Member 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 Team Member 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 Team Member or the League Office 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 9.3(c) are referred to as the “**PAGA Waiver**”.

- (d) 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.
- (e) 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 9.3 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.

9.4. Governing Law.

- (a) 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 the League Office will have the right to disqualify any Team Members 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 League Rules or otherwise set forth in any Team Member Form (or its equivalent) executed by the Team Member. By agreeing to these League Rules, each Team Member acknowledges and agrees that this selection of governing law shall supersede any prior choice of

law contained in any prior version of these League Rules or otherwise set forth in any prior Team Member Certificate and Acceptance Form executed by the Team Member.

- (b) Team Members and Owners agree to be bound by these League Rules and by the decisions of the League Office with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.
- (c) In recognition of the League's status as a global League, the League Office will endeavor to provide official translations of these League Rules and other documents comprising the Official Rules. In the event of any conflict between the English version and any translation of these League Rules or any other document comprising the Official Rules, the English version will control.

10. GLOSSARY

"Acceptance Certificate" has the meaning set forth in Section 1.4

"Activision" means Activision Blizzard, Inc., a Delaware corporation.

"Advertising and Commercial Materials" has the meaning set forth in Section 8.2.

"Applicable Law" means all applicable domestic and foreign federal, state, provincial and local laws.

"Arbitration Dispute" has the meaning set forth in Section 9.2.

"Blizzard" means Blizzard Entertainment, Inc., a Delaware corporation.

"Blizzard Group" means Activision Blizzard, Inc. and any entity which controls, is controlled by, or is under common control with Activision, including Blizzard.

"Class Action Waiver" has the meaning set forth in Section 9.3(b).

"Field of Play" means the stage and appurtenant structures where live competition takes place during each match of the Overwatch League.

"Game" means any video game in the shooter genre that is either (a) branded with the name "*Overwatch*" and (i) is published by a member of the Blizzard Group (as above) at any time prior to or during the term of the applicable Team Participation Agreements, (ii) is commercially released to the public at any time prior to or during the term of the applicable Team Participation Agreements, (iii) is played on a mobile, PC or console platform or any successor platform, and (iv) is a team-based, player v. player game, or (b) not branded with the name "*Overwatch*" and (i) is published by a member of the Blizzard Group after the effective date and during the term of the applicable Team Participation Agreements, (ii) is commercially released to the public at any time after the effective date and during the term of the applicable Team Participation Agreements, (iii)

is played on a mobile, PC or console platform or any successor platform, (iv) is a team-based, player v. player game, (v) makes continuing use of substantially all of the characters that appear or are described in *Overwatch* (such as Tracer, Reaper, McCree, Ana, Bastion and other heroes), and (vi) has the substantially same art style and overall look and feel and makes substantial and continuing use of the *Overwatch* backstory, storylines and lore.

"League" has the meaning set forth in Section 1.1.

"League Events" has the meaning set forth in Section 1.1.

"League Office" has the meaning set forth in Section 1.1.

"League Rules" has the meaning set forth in Section 1.1

"League Schedule" means the schedule of official calendar events for the League that includes (a) the player selection process, (b) official matches (including pre-season, regular-season and post-season matches), and (c) awards shows, exhibition matches and other promotional events, which will be specified by the League Office in advance of each season and may be updated by the League Office from time to time during the season by email notice to the general manager.

"Licensed Materials" has the meaning set forth in Section 8.1.

"Official Rules" means (i)(A) these League Rules and (B) the brand, design, style and usage standards which may be promulgated by the League Office from time to time and that are generally applicable to all admitted teams in the League, and any official League operations manuals, policy manuals, handbooks or similar guides which are promulgated by the League Office from time to time (which may take the form of one or more of the following: loose leaf or bound volumes; bulletins; notices; videos; online postings; e-mail and/or other electronic communications or media; or any other now or hereafter developed medium capable of conveying the League's standards.

"Online Privacy Policy" has the meaning set forth in Section 8.10(a).

"Overwatch World Championships" means the final tournament in the season that decides which Team is the best and entitled to the title of "World Champion".

"Owner" has the meaning set forth in Section 1.2.

"PAGA Waiver" has the meaning set forth in Section 9.3(c).

"Player" has the meaning set forth in Section 1.2.

"Player Brand Materials" has the meaning set forth in Section 8.1.

"Player Agreement" means the Player Professional Services Agreement negotiated between each Team and Player and approved by the League Office.

“**Playoffs**” means the games that take place after the completion of the regular-season games and before the commencement of the Overwatch World Championships, as further described in the League Schedule.

“**Practice Facility**” means the Olive Building containing the practice rooms of 11 Teams which is located next door to Blizzard Arena.

“**Reality Content**” has the meaning set forth in Section 8.3.

“**Representative**” means, with respect to a particular person or entity, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that person or entity, in each case solely in their capacities as such.

“**Rules Dispute**” has the meaning set forth in Section 9.1.

“**Team**” has the meaning set forth in Section 1.2.

“**Team Entity**” means the entity that owns a Team admitted to play in the League.

“**Team Member**” has the meaning set forth in Section 1.2

“**Team Manager**” has the meaning set forth in Section 1.2.

“**Team Participation Agreement**” means each team participation agreement entered into among the League Office, a Team Entity and its owners governing the operation and participation of a Team in the League.