

## GWENT Masters: Commercial Tournament Application Form & Licence.

Hello and thank you for your interest in hosting a commercial GWENT tournament. You will need to fill in and submit this Application Form to us for our approval if your proposed GWENT tournament: (a) has an overall prize pool of \$10,000 or more (ten thousand United States Dollars), (including but not limited to prize money, fees, reimbursements, salaries, travel and accommodation whether paid for in the form of cash, physical prizes, gifts or otherwise); or (b) does not fully meet the Community Tournament Guidelines (which can be accessed at <https://cdn-l-playgwent.cdprojektred.com/masters/CDPR-Community-Tournament-Guidelines.pdf>).

If you need to fill in this Application Form, please make sure you have read our Commercial GWENT Tournament Licence below. Once completed, please send the Application Form and Licence to [tournaments@cdprojektred.com](mailto:tournaments@cdprojektred.com) with the subject heading 'GWENT Licensed Tournament Submission' at least **eight (8) weeks** before the first match of your proposed tournament, otherwise your application will not be reviewed or approved. Please also submit your proposed ruleset with your Application Form.

### APPLICATION FORM

| Information Required                             | Answer | Guidance Notes  |
|--|--------|---|
| Name of the Organiser (company or individual)    |        |   |
| Full address of the Organiser                    |        |   |
| Event name                                       |        |   |
| Event description                                |        | Please provide us with a short description of the event.  |
| Event location                                   |        |   |
| Event start date                                 |        |   |
| Event start time + time zone                     |        |   |
| Event end date                                   |        |   |
| Event end time + time zone                       |        |   |
| Player sign up page                              |        | This must be an active link.  |
| Event announcement page                          |        | This must be an active link.  |
| Page showing brackets and seeding for your event |        | This must be active link.   |
| Event broadcast                                  |        | If this event is being broadcast, you must provide an active link to all places this will be broadcast. |
| Total prize pool (USD)                           |        |   |
| Event sponsors                                   |        |   |

|  |  |   |
|--|--|---|
| Are you crowdfunding this event in whole or part?                  |  |   |
| Please list any IP addresses you intend to use for the live event. |  | This helps us to whitelist the IP addresses.  |
| Any additional information   |  | <p>Please add any other information you feel may be useful (e.g. if you are completing this Application Form because you are looking to host a tournament that does not comply fully with our 'Community Tournament Guidelines' [<a href="https://cdn-l-playgwent.cd.projektrd.com/masters/C-DPR-Community-Tournament-Guidelines.pdf">https://cdn-l-playgwent.cd.projektrd.com/masters/C-DPR-Community-Tournament-Guidelines.pdf</a>], please explain fully here).</p> <p>Additionally, please refer to any of our Commercial GWENT Tournament Licence criteria you feel you do not meet.</p> |

|   |  |
|---|--|
| By signing this Application Form, the Organiser accepts and agrees to the Commercial GWENT Tournament Licence annexed to this Application Form. | Signature: .....<br>Organiser Name: .....<br>Date: ..... |
| SIGNED AND AGREED BY CD PROJEKT RED:  | Signature: .....<br>Name: .....<br>Date: .....           |

## **GWENT Masters: Commercial GWENT Tournament Licence**

### **1. LICENCE AND APPLICATION**

- 1.1 Agreement. This Commercial GWENT Tournament Licence accompanies any agreed Application Form annexed to it. The Agreement applies to all persons seeking to organise a tournament (including their Affiliates, subcontractors, suppliers and agents) ("**Organiser**") for CD Projekt S.A.'s ("**CD PROJEKT RED**") video game 'GWENT: The Witcher Card Game' ("**GWENT**"). Throughout this Agreement, "**GWENT Tournament**" means the tournament as detailed in the Application Form.
- 1.2 Application Form. The Organiser must submit an Application Form to CD PROJEKT RED at least eight (8) weeks before the start date of the GWENT Tournament via [tournaments@cdprojektred.com](mailto:tournaments@cdprojektred.com). The Application Form must be approved and signed by CD PROJEKT RED in writing in order for the Organiser to run the GWENT Tournament. If the Organiser has not heard back from CD PROJEKT RED within 21 (twenty one) business days of submitting its Application Form, that Application Form will be deemed automatically rejected. If the Organiser receives CD PROJEKT RED's written approval, the GWENT Tournament run by the Organiser must be the same as the GWENT Tournament detailed in the Application Form approved by CD PROJEKT RED. CD PROJEKT RED reserves the right to approve or reject Application Forms at its sole and absolute discretion.
- 1.3 Licence. If CD PROJEKT RED formally approves in writing an Application Form, and subject to the Organiser's compliance with the terms and conditions of this Agreement, CD PROJEKT RED grants the Organiser a limited, worldwide, terminable, non-transferable and non-exclusive licence during the Term to use GWENT for the purposes of running, promoting, marketing, exhibiting, displaying and broadcasting the GWENT Tournament.

### **2. GENERAL CRITERIA**

- 2.1 No Pay To Enter. The Organiser must not charge players an entrance fee, stake or other charge in order to participate in the GWENT Tournament.
- 2.2 Broadcast. The Organiser must:
- a) not receive compensation, directly or indirectly, from any online broadcast or streaming platform (e.g. payment from an online broadcaster for exclusive streaming rights) for the broadcast of the GWENT Tournament nor charge viewers to watch the GWENT Tournament online;
  - b) not broadcast the GWENT Tournament anywhere else other than online (e.g. live streaming on platforms such as Twitch, YouTube or Facebook), including television;
  - c) ensure that the GWENT Tournament is suitable for GWENT's audience (e.g. in the USA GWENT has a "T" ESRB rating and in Europe GWENT has a "12" PEGI rating); and
  - d) have adequately moderated chat on any online broadcast or streaming platforms that the GWENT Tournament is being broadcast on.
- 2.3 Merchandise. The Organiser may not sell any merchandise, goods or services at the GWENT Tournament which include the GWENT and/or CD PROJEKT RED names, logos, characters, materials or Intellectual Property Rights of any kind.

- 2.4 Crowdfunding. Crowdfunding is permitted, provided all raised funds are used solely and exclusively for the purpose of developing, running and promoting the GWENT Tournament (e.g. raised funds go towards the prize pool) and are not kept for profit.
- 2.5 Endorsement. In any promotional materials for the GWENT Tournament the Organiser must: (a) include and display prominently (i.e. next to and in the same font, size and colour as the GWENT Tournament name) the following wording “Licensed but not endorsed by CD PROJEKT RED”; and (b) include and display prominently any other materials, marks and/or logos as specified by CD PROJEKT RED from time to time (e.g. a Crown Point logo, to indicate that the GWENT Tournament is an officially licensed GWENT event).
- 2.6 On Site Audiences. The Organiser may charge spectators to watch the GWENT Tournament in-person.
- 2.7 Sponsorships. The Organiser may have event sponsors provided that such sponsor: (a) is not from an online broadcast or streaming platform as prohibited under section 2.2.a (*Broadcast*) above; and (b) does not fall within the category of ‘Restricted Sponsorships’ as detailed in section 14.7 (*Restricted Sponsorship*) of the Rules.
- 2.8 Advertisements. The Organiser may run advertisements during the broadcast of the GWENT Tournament, so long as the advertisements do not fall into the category of ‘Restricted Sponsorships’ as detailed in section 14.7 (*Restricted Sponsorship*) of the Rules. Advertisements are permitted to cover the cost of the GWENT Tournament only and must not be for profit.
- 2.9 Language. All matches during the GWENT Tournament must be held using the English version of GWENT.
- 2.10 Reporting. The Organiser must send the following information to CD PROJEKT RED in writing to its nominated representative within 10 (ten) days of the conclusion of the GWENT Tournament: (a) the full names and email addresses of the top eight (8) placing players of the GWENT Tournament; (b) the full names of the players placing among the top eight (8) of the GWENT Tournament who were invited by the organizer to participate directly in the main event in accordance with Section 3.1; and (c) any other information or data CD PROJEKT RED reasonably requests. The Organiser must obtain the written consent from all players to the transfer of such information to CD PROJEKT RED by including the following in the GWENT Tournament player entry form: “*You (the player) agree that we (the GWENT tournament organiser) may transfer your personal information (including but not limited to your name, email address and placing position) to CD PROJEKT RED in order to allow CD PROJEKT RED to validate this tournament, award Crown Points and otherwise run, market and promote the Gwent Masters esports programme.*”
- 2.11 Official Rules. The Organiser and all players participating in the GWENT Tournament must comply with the Rules and GWENT User Agreement (which can be accessed at <https://www.playgwent.com/en/user-agreement>) When submitting its Application Form, the Organiser must provide full copies of the proposed GWENT Tournament ruleset as well as any other necessary documentation for the GWENT Tournament, all of which must not conflict with the Rules, GWENT User Agreement or GWENT Privacy Policy and must make clear that CD PROJEKT RED and its Affiliates have no liability or responsibility in relation to the GWENT Tournament. CD PROJEKT RED may at its sole and absolute discretion require amendments to any Organiser rules or other documentation at any time. The ruleset must be available on player sign-up and during the GWENT Tournament.

- 2.12 Player Sanctions. If a player has received a ban from CD PROJEKT RED under the Rules, the player will not be permitted to compete or otherwise be professionally connected to the GWENT Tournament.

### 3. FORMAT CRITERIA

- 3.1 Format. The GWENT Tournament must include an online or on-site open qualifier (open to all GWENT players) under the Swiss-System or “Single Elimination” format (defined below). In the main event (“the main event”), the players still standing will compete in a Single Elimination or Double Elimination format (defined below).

The organizer may invite players to participate directly in the main event, but they should constitute not more than 25% of the overall number of players participating in the main event. In any case the invitees will not be eligible to any Crown Points for the GWENT Tournament.

The number of players participating in the main event should be minimum eight (8).

In case the number of players participating in the main event is higher than 8, the prize pool may be distributed only between top 8 players.

The organizer may grant to the winner of the GWENT Tournament a ticket to participate in a subsequent edition of the GWENT Tournament. In such a case the winner of the previous edition shall not be included in the 25 % limit of the invited participants, mentioned above, and shall be eligible for Crown Points in this GWENT Tournament.

“Swiss-System” means a tournament whereby competitors are randomly seeded (i.e. paired up) against each other. Players will be eliminated from the tournament after a set number of losses until a set number of players – in this case minimum eight (8) - remain in the tournament (with the number of Match losses and number of players to be determined by the Organiser).

“Single Elimination” means the tournament will be a series of one-to-one match ups each match. The losers are eliminated from the tournament entirely after losing a match.

“Double Elimination” means a system in which the competitors are broken into two sets of brackets, the winners bracket and losers bracket after the first round. The first-round winners proceed into the winners bracket and the losers proceed into the losers bracket. The winner bracket is conducted in the same manner as a Single-Elimination tournament, except that the losers of each round move into the losers bracket. Eventually, the last player standing in the winner’s bracket and the loser’s bracket face off against each other in a final.

- 3.2 Decklists. Each player competing in the GWENT Tournament must prepare four (4) different decks from the in-game faction (Northern Realms, Nilfgaard, Skellige, Scoia’tael and Monsters, with only one per faction) with a minimum of 25 cards per deck, including no more than four (4) gold cards, six (6) silver cards and a maximum of three (3) copies of any bronze cards. Players will only be permitted to use cards unlocked on their own GWENT account.

- 3.3 Swiss-System Matches. All matches played under the Swiss-System format in the GWENT Tournament must be played as a ‘best of three’.

- 3.4 Single Elimination Matches. All matches played under the Single Elimination format in the GWENT Tournament must be played as a ‘best of five’. Before every match, each player must submit their ‘Leader’ cards to the tournament administrator of their match. Each player must then ban one (1) of his/her opponent’s decks and inform the tournament administrator of their choice. Players will then play the match with their remaining three (3) decks. When a player wins a game, he/she cannot use the winning deck again for the rest of the match. The loser may either use the same deck or switch to a different one. To win a ‘best of five’ match, the

winning player must therefore win a game with each of his/her remaining three (3) decks. In the event of a tie, the match is to be restarted with the same decks.

- 3.5 Crown Points. Subject to Section 3.1, CD PROJEKT RED may at its sole and absolute discretion allocate Crown Points (as defined in the Rules) to players that achieve a top eight (8) placement at the GWENT Tournament, subject to the players' and the Organiser's full compliance with this Agreement and all applicable rules and requirements. In such a case the Players shall be awarded the following number of Crown Points:

1<sup>st</sup> place - 10 Crown Points

2<sup>nd</sup> place- 5 Crown Points

3<sup>rd</sup> to 4<sup>th</sup> place - 2 CP

5<sup>th</sup> to 8<sup>th</sup> place - 1 CP

In case any of the places is achieved by a player invited by the organizer to participate directly in the main event, then his/her Crown Points for a given place should be deemed lost (they are not transferred onto any other player).

#### **4. GENERAL**

- 4.1 Ownership. CD PROJEKT RED remains at all times the sole and exclusive owner of GWENT and all assets and materials relating to or ancillary to it, together with all intellectual property rights in the same.
- 4.2 Trade Mark Licences. CD PROJEKT RED grants the Organiser a limited, worldwide, terminable and non-exclusive licence during the Term to use CD PROJEKT RED's name and logo and GWENT's name and logo solely for the purpose of running, promoting, marketing, exhibiting, displaying and broadcasting the GWENT Tournament as authorised by CD PROJEKT RED and, subject to any brand or other guidelines provided by CD PROJEKT RED from time to time.
- 4.3 Tournament Content Licence. The Organiser grants to CD PROJEKT RED and its Affiliates a non-exclusive, worldwide, transferable, sub-licensable, perpetual, irrevocable and royalty-free licence and right to copy, edit, promote, advertise, market, display, sponsor, host, store, broadcast, exploit or otherwise use any rights the Organiser may have in the Player Materials, broadcasted content, highlights, video, images and news and any other produced content regarding the GWENT Tournament for the development and promotion of GWENT and/or CD PROJEKT RED.
- 4.4 Publicity. If the Organiser wishes to quote CD PROJEKT RED in any press release, publicity or other promotional material (including via social media) about this Agreement and/or the Organiser's GWENT Tournament, the Organiser must obtain CD PROJEKT RED's prior written consent.
- 4.5 Confidentiality. Each party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other party or of any member of the group of companies to which the other party belongs which may have or may in future come to its knowledge and each of the parties will use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.
- 4.6 Organiser Representations and Warranties. The Organiser represents and warrants to CD PROJEKT RED on an ongoing basis that:

- a) the Organiser has and will maintain appropriate agreements in place (which it will disclose to CD PROJEKT RED on request) with all of its staff, employees, agents and sub-contractors in order to grant the rights and licences to CD PROJEKT RED detailed in this Agreement;
  - b) the Organiser has and will obtain written consent from players to use the Player Materials and to grant the licence detailed in section 4.3 (*Tournament Content Licence*) and a waiver to use spectators' image, likeness and any other relevant information;
  - c) the Organiser will not collect, copy, modify or use CD PROJEKT RED Data (defined below) unless with CD PROJEKT RED's prior written consent;
  - d) the Organiser shall not use or permit the use of illegal or unauthorised copies of GWENT at the GWENT Tournament;
  - e) the GWENT Tournament does and will comply with all applicable laws and regulations;
  - f) the Organiser will carry out its obligations under this Agreement using all reasonable skill and care in accordance with best industry standards; and
  - g) it will only use the CD PROJEKT RED and GWENT names and logos as permitted under section 4.2 (*Trade Mark Licences*).
- 4.7 CD PROJEKT RED Representations and Warranties. CD PROJEKT RED represents and warrants to the Organiser that (to the best of CD PROJEKT RED's knowledge and belief):
- a) there is no actual or likely infringement of GWENT and exploitation of GWENT will not infringe the rights of any third party; and
  - b) GWENT is CD PROJEKT RED's own original work and no part of it has been copied wholly or substantially from any other third party source.
- 4.8 Mutual Representations and Warranties. The parties each represent and warrant to each other that they have requisite power to enter into this Agreement and there are no third party agreements or arrangements or other matters or situations that may or do materially impact on their ability to perform their obligations in this Agreement.
- 4.9 Liability. The total liability of CD PROJEKT RED and its Affiliates whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, will in no circumstances exceed an amount equal to \$1000 (one thousand US Dollars). In no event will CD PROJEKT RED or its Affiliates be liable to the Organiser or its Affiliates for any loss of earnings, profits, charges or expenses, loss of data or any corruption or loss of information, loss of business opportunity, reputational loss or harm, or any special, exemplary, indirect, consequential or punitive loss or damage or disruption of any kind, in any case, whether based on breach of contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, whether or not the relevant party has been advised of the possibility of such damage. This exclusion does not apply in the case of personal injury, death or fraud.
- 4.10 Indemnity. The Organiser agrees on demand to indemnify and hold harmless CD PROJEKT RED and its Affiliates, officers, directors, employees and agents (and keep them indemnified and held harmless) from and against any and all damages, claims, suits, actions, judgments, settlements, contributions, fines, penalties, costs and expenses whatsoever, including reasonable legal fees and costs, arising out of: (a) the GWENT Tournament; (b) any actual or

alleged unauthorised use by the Organiser of CD PROJEKT RED's Intellectual Property Rights or Confidential Information (iii) any actual or alleged unauthorised use by a third party of CD PROJEKT RED's Intellectual Property Rights or Confidential Information in connection with the GWENT Tournament; and/or (iv) any material breach by the Organiser of the terms of this Agreement.

- 4.11 CD PROJEKT RED Data. CD PROJEKT RED will be the sole and exclusive owner of any data, databases and data files in relation to GWENT (whether collected by CD PROJEKT RED, the Organiser or a third party analytics or data services provider), including without limitation any: (a) user account details, user statistics or metrics, device or user identifiers, user acquisition or retention campaign information and any other information provided by or collected from users of GWENT; and (b) any database or other storage media for the same (together "**CD PROJEKT RED Data**") and reserves all rights (including without limitation all exploitation and commercialisation rights) over the same. The Organiser will not collect, copy, monitor, inspect, modify or otherwise deal in or exploit the CD PROJEKT RED Data without CD PROJEKT RED's prior written consent.
- 4.12 Organiser Data. The Organiser will be the sole and exclusive owner of any data, databases and data files in relation to the GWENT Tournament (not including CD PROJEKT RED Data) (together "**Organiser Data**"). The Organiser grants CD PROJEKT RED a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable, transferable licence to use, copy, reproduce, modify, distribute, perform, publish and create derivative works from the Organiser Data. The Organiser will promptly provide the Organiser Data to CD PROJEKT RED upon request in any format reasonably requested by CD PROJEKT RED.
- 4.13 Data Protection and Player Consents. The Organiser will be solely responsible for the use of and entry into an appropriate privacy policy between the Organiser and the GWENT Tournament players. The Organiser will obtain and maintain any required consents from the GWENT Tournament players to allow the Organiser to perform its obligations and grant the rights and licences detailed in this Agreement. Any personal information collected by CD PROJEKT RED in relation to the GWENT Tournament will be held in accordance with the GWENT Privacy Policy.
- 4.14 Audit. The Organiser will maintain accurate records at its headquarters regarding any and all revenue from the GWENT Tournament, the Organiser's organisation of the GWENT Tournament and compliance with this Agreement. CD PROJEKT RED may once in any twelve (12) month period following the conclusion of the GWENT Tournament, conduct an independent audit and review of the Organiser's records on such terms as it will reasonably state to the Organiser in advance. The Organiser will provide any required assistance for the purpose of such audit and review.
- 4.15 Term and Termination. This Agreement will run from the date that CD PROJEKT RED approves the GWENT Tournament in writing and will automatically terminate thirty (30) days after the event end dates as stated in the approved Application Form, unless otherwise agreed by the parties in writing (the "**Term**"). CD PROJEKT RED may terminate this Agreement immediately and without liability if:
- a) the Organiser, its directors, officers, employees or other representatives have acted in a way that is defamatory, disparaging, racist, sexist, xenophobic, anti-Semitic, homophobic, immoral, deceptive, criminal, violent, or otherwise in a way that could cause damage to the name and reputation of CD PROJEKT RED and/or GWENT;



- b) the Organiser becomes insolvent or bankrupt, or enters insolvency or bankruptcy proceedings or takes any steps towards the same, or if it ceases or threatens to cease to carry on business;
- c) the Organiser commits a material breach of its obligations under this Agreement (or any number of individual breaches which in CD PROJEKT RED's reasonable view amounts to a material breach) and if the breach is capable of remedy, fails to remedy it during the period of seven (7) days starting on the date of receipt of notice from CD PROJEKT RED requiring it to be remedied;
- d) CD PROJEKT RED considers that the GWENT Tournament does not meet the high standards required by CD PROJEKT RED for GWENT esports; and/or
- e) the Organiser is prevented from performing its obligations under this Agreement by reason of Force Majeure.

**4.16 General Consequences of Termination.** Subject to section 4.17 (*Specific Remedies*) below, following expiry or termination of this Agreement for any reason, the parties' rights and obligations under it will end immediately, but not the accrued rights and obligations of the parties and any provisions of this Agreement necessary for its interpretation or enforcement.

**4.17 Specific Remedies.** If the Organiser breaches this Agreement and/or CD PROJEKT RED terminates this Agreement for any reason, CD PROJEKT RED may in its sole and absolute discretion:

- a) prohibit the Organiser from running future GWENT Tournaments, including revoking any current licences;
- b) cancel any current GWENT Tournaments; and/or
- c) revoke any Crown Points previously approved for the GWENT Tournament.

**4.18 Decisions.** The Organiser must comply with any requirements or restrictions imposed by CD PROJEKT RED. Any decisions made by CD PROJEKT RED (or any of its partners on its behalf) in relation to the GWENT Masters (as defined in the Rules) are final with no right of appeal.

**4.19 Investigations.** CD PROJEKT RED may at its discretion carry out investigations into any actual or alleged breach of this Agreement. The Organiser agrees to provide all required assistance to CD PROJEKT RED in relation to the same. Failure by the Organiser to cooperate with any investigation that is conducted relating to a breach of this Agreement or applicable law is itself a breach of this Agreement.

**4.20 Changes to this Agreement.** CD PROJEKT RED reserves the right to edit, change, delete or add to this Agreement in its sole discretion at any time and will use reasonable efforts to inform the Organiser when it does so.

**4.21 General.** (a) Each party will keep this Agreement and any Confidential Information of the other party confidential and secure and will not disclose or communicate it to any third party, except its professional representatives or advisers or as required by law. (b) This Agreement does not create any exclusive relationship between the parties nor any partnership, joint venture, employment or agency between them. (c) No failure or delay by a party to exercise any right under this Agreement or at law will be a waiver of that right. (d) The Organiser may not assign, sub-contract or transfer this Agreement without CD PROJEKT RED's prior written consent. (e) Only a party to this Agreement can enforce it. (f) If any part of this Agreement is found to be invalid or unenforceable, that will not affect the rest of the Agreement. (g) This Agreement can be executed in multiple counterparts. (h) Any notices under this Agreement must be in English

and sent to the other party's registered office. (i) This Agreement, together with any other documents referred to in them and any other documentation required by CD PROJEKT RED regarding the GWENT Masters, constitutes the whole agreement between the parties and supersedes all previous agreements between them regarding its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this Agreement will limit any liability for fraud. (j) Each party is responsible for its own costs regarding this Agreement. (k) If the Organiser is based in the European Union or elsewhere in the world (but not the USA): the Agreement and any dispute or claim in connection with it will be governed by the laws of Poland and under the exclusive jurisdiction of the courts of Poland and each party waives, to the fullest extent permitted by applicable law, any objection to such choice of exclusive governing law and jurisdiction and any claim that any such action or proceedings brought in such court has been brought in an inconvenient forum. If the Organiser is based in the USA: any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

4.22 Interpretation. This section explains the meaning of the most frequently encountered or important terms in this Agreement.

**"Affiliates"** means in relation to either party each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party or any business entity from time to time controlling, controlled by, or under common control with, either party. A business entity will be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

**"Agreement"** means this Commercial GWENT Tournament Licence, any and all Application Forms and any schedules and annexures to them.

**"Application Form"** means any application form between the parties in the form annexed to this Agreement, as varied or amended from time to time.

**"Confidential Information"** means this Agreement and any information or materials in whatever form which is disclosed by one party to the other party and which would be regarded as confidential by a reasonable business person including all business, technical, statistical, financial, marketing and personnel information, customer or supplier details, know-how, designs, trade secrets, creative information or materials or software of the disclosing party or any information that is identified as "Confidential".

**"Force Majeure"** means any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including strikes, lock-outs or other industrial disputes (other than any such dispute involving the workforce of the party so prevented), nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, industrial action by employees of any providers of electrical power, failure of technical facilities, hacking, denial of service or other IT attack, deployment of IT virus malware or similar technology, fire, flood, or storm or default of suppliers or sub-contractors.

**"Intellectual Property Rights"** means any and all copyright, trade marks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights,

database rights, patents, rights in inventions, know-how, trade secrets and confidential information, rights in databases, rights in computer software, moral rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property and exploitation rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registrable including all granted applications and all applications for registration, division, continuation, reissuance, renewals, extensions, restorations and reversions regarding any of the same.

**“Player Materials”** means a Player’s name, tag, nickname, initials, likeness, image, picture, photograph, animation, persona, autograph/signature, voice, statistics, biographical information and/or any and all other personal indicia, identifying characteristics or information, together with all Intellectual Property Rights in the same.

**“Rules”** means the GWENT Masters Official Rules available at [<https://masters.playwent.com/en/official-rules>].