

## CD PROJEKT RED - GWENT MASTERS – OFFICIAL RULES

### OVERVIEW

1. These are legally binding rules for the GWENT Masters (accessible [here](#)).
2. It contains eligibility rules for the GWENT Masters.
3. There are also rules around what Participants can and cannot do during the GWENT Masters, as well as legal matters like disclaimers and liability.
4. Our [CDPR Privacy Policy](#) explains how we collect, use and protect information from Participants.
5. Please also see our [GWENT User Agreement](#) which contains basic rules about playing GWENT.

Hello! We are CD PROJEKT RED, part of CD PROJEKT S.A. and we make games - including GWENT! We are really excited to offer our esports program for GWENT, which we call the 'GWENT Masters' (more on that below). We have to have some (legally binding) rules about how the GWENT Masters Season 3 will work, which are below. If you have any questions at all about these rules, please contact [legal@cdprojektred.com](mailto:legal@cdprojektred.com).

### 1. ABOUT THESE RULES

- 1.1. **General.** These official rules (“**Rules**”) govern our esports program and tournament system for our video game ‘GWENT: The Witcher Card Game’ (“**GWENT**”) which we are calling the “**GWENT Masters**”, as further detailed in section 3 (*GWENT Masters Structure*).
- 1.2. **Parties.** These Rules form a legally binding contract between Participants and CD PROJEKT S.A., ul. Jagiellońska 74; 03-301, Warsaw, Poland (we will further call ourselves “CD PROJEKT RED”, “we” or “our”). “Participant” means any person participating in the GWENT Masters, any GWENT Masters tournament organisers or service provider and any other applicable person notified of these Rules by CD PROJEKT RED and “Participants” means all of them.
- 1.3. **Additional Documents.** In addition to these Rules, Participants must comply with the GWENT User Agreement (which contains basic rules about playing GWENT and is available at [www.playgwent.com/en/user-agreement](http://www.playgwent.com/en/user-agreement) (“**GWENT User Agreement**”)) and our CDPR Privacy Policy (which explains how we collect, use and protect information of Participants and is available at [https://regulations.cdprojektred.com/en/privacy\\_policy](https://regulations.cdprojektred.com/en/privacy_policy) (“**CDPR Privacy Policy**”)), so please read these documents carefully since these documents are also legally binding on you. If there are any differences between these Rules and the GWENT User Agreement or CDPR Privacy Policy, these Rules will take priority in relation to GWENT Masters-specific matters.
- 1.4. **Acceptance.** Participants must formally accept these Rules, the GWENT User Agreement and CDPR Privacy Policy in order to participate in the GWENT Masters. Participants will be deemed to accept these Rules by participating in any part of the GWENT Masters. If a Participant does not accept or fails to comply with these Rules, he/she must not participate in the GWENT Masters.

### 2. ENTRY ELIGIBILITY

- 2.1. **Age.** Participants aged 18 or over are eligible to participate in the GWENT Masters. Participants aged between 13 and 17 must ask their parent or guardian to review and approve these Rules on their behalf (because in some countries people under a certain age cannot fully enter legally into contracts like these Rules). We are sorry but Participants aged under 13 are not allowed to participate in the GWENT Masters.

- 2.2. **Accounts.** To be eligible to participate in the GWENT Masters, Participants must have authorised access to a GWENT account and both Participants and their accounts must be in good standing (e.g. not subject to any bans) at the start of and throughout the GWENT Masters. Participants must only participate in the GWENT Masters using their own GWENT account or for certain tournaments, an account provided by CD PROJEKT RED.
- 2.3. **Platforms and Location.** Participants will be eligible to participate in the GWENT Masters: (a) across all platforms on which GWENT is officially supported (currently iOS, Android and PC); and (b) if they are a legal resident of a territory in which GWENT is made available.
- 2.4. **Prohibited Entrants.** Employees, contractors, agents or suppliers of CD PROJEKT RED, any of its Affiliates or any GWENT Masters commercial partners or their employees or contractors are not eligible for and may not participate in the GWENT Masters. This also applies to any persons connected to such persons, including family or household members. Throughout these Rules, “Affiliates” means each and any subsidiary or holding company of CD PROJEKT RED and each and any subsidiary of a holding company of CD PROJEKT RED or any business entity from time to time controlling, controlled by, or under common control with, CD PROJEKT RED.
- 2.5. **Other Eligibility Criteria.** CD PROJEKT RED retains sole and absolute discretion regarding who may and who may not participate in the GWENT Masters. We may designate additional eligibility criteria for Participants to participate in the GWENT Masters if we consider it reasonably necessary (e.g. prohibiting residents from certain territories from competing in the GWENT Masters due to legal or regulatory requirements).

### 3. GWENT MASTERS STRUCTURE

- 3.1. **Structure.** The GWENT Masters will consist of multiple stages:
  - a) **“Pro Rank”**: a competitive in-game ladder comprising the top Participants from GWENT’s Ranked Ladder (defined below), as detailed in section 4 (*Pro Rank*);
  - b) **“Online Qualifier Tournaments”**: online tournaments occurring twice every month comprising of top-16 and top-64 Ranked players from Pro Rank Leader Board of the previous month;
  - c) **“Open Tournaments”**: tournaments occurring once every two (2) months comprising of the winners of Online Qualifier Tournaments from 2 previous Ranked Seasons (defined below);
  - d) **“World Masters”**: the final tournament of the GWENT Masters season, comprising a mixture of previous Open Tournament winners and Participants with the highest total Crown Points, as detailed in section 6 (*World Masters*).

We will collectively refer to all stages of the GWENT Masters that are organised and run by CD PROJEKT RED (i.e. the Online Qualifier Tournaments, Pro Rank, Open Tournaments, and World Masters) as **“CDPR Tournaments”**.

- 3.2. **Schedule.** The official schedule for the CDPR Tournaments are available at <https://masters.playgwent.com>.

### 4. PRO RANK

- 4.1. **General.** During the GWENT Masters, Participants who reach the highest rank then available in the regular competitive in-game Ranked ladder (**“Ranked Ladder”**) will be eligible for promotion to the Pro Rank which will run in seasons (each a **“Ranked Season”**) commencing and ending at the dates announced previously by CD PROJEKT RED.

4.2. Ranking. Participants on the Pro Rank will compete against one another for Matchmaking Rating (“MMR”). Participants will be awarded a separate MMR for each faction in GWENT (“fMMR”). A Participant’s total overall MMR on the Pro Rank will be calculated as the sum of the MMR across his/her four (4) best performing factions or as otherwise decided by CD PROJEKT RED at its sole discretion from time to time (“Overall MMR”).

Once a player achieves Pro Rank they can immediately compete with other best GWENT players. However, any excessive fMMR will be capped at the default value of 2400 at the moment of entering to the Pro Rank.

4.3. Crown Points and Ranked Season Reset.

- a) Within seven (7) days from the end of each Ranked Season, points (which we refer to as “Crown Points”) will be awarded by CD PROJEKT RED to Participants who have achieved the highest Overall MMR at any point throughout the Ranked Season (even if their end-of-season Overall MMR is lower), as shown in the table below.
- b) At the end of each season all MMRs will be reset. The top 500 Pro Rank players will retain their top positions, while other players will be placed in rank 3.

**PRO RANK – CROWN POINTS**

<b>PRO RANK – CROWN POINTS</b>	
1 <sup>st</sup> Place	40
2 <sup>nd</sup> Place	35
3 <sup>rd</sup> Place	30
4 <sup>th</sup> – 8 <sup>th</sup> Place	25
9 <sup>th</sup> – 20 <sup>th</sup> Place	20
21 <sup>st</sup> – 30 <sup>th</sup> Place	18
31 <sup>st</sup> – 40 <sup>th</sup> Place	16
41 <sup>st</sup> – 50 <sup>th</sup> Place	15
51 <sup>st</sup> – 60 <sup>th</sup> Place	14
61 <sup>st</sup> – 70 <sup>th</sup> Place	13
71 <sup>st</sup> – 80 <sup>th</sup> Place	12
81 <sup>st</sup> – 90 <sup>th</sup> Place	11
91 <sup>st</sup> – 100 <sup>th</sup> Place	10
101 <sup>st</sup> – 110 <sup>th</sup> Place	9
111 <sup>st</sup> – 120 <sup>th</sup> Place	8
121 <sup>st</sup> – 130 <sup>th</sup> Place	7
131 <sup>st</sup> – 140 <sup>th</sup> Place	6
141 <sup>st</sup> – 150 <sup>th</sup> Place	5
151 <sup>st</sup> – 160 <sup>th</sup> Place	4
161 <sup>st</sup> – 170 <sup>th</sup> Place	3
171 <sup>st</sup> – 180 <sup>th</sup> Place	2
181 <sup>st</sup> – 200 <sup>th</sup> Place	1
Above 200 <sup>th</sup> Place	0

4.4. Leader Boards. Participants can visit [masters.playgwent.com](https://masters.playgwent.com) to view (amongst other things): the current Ranked Season rankings and Participants' total Crown Points earned to-date.

## 5. OPEN TOURNAMENTS

5.1. Frequency. While the competitive season is in progress, Open Tournaments will take place once every two (2) months. Please see section 3.2 (*Schedule*) for the schedule of the Open Tournaments.

5.2. Participant Qualification Criteria. A total of eight (8) spaces will be available to qualifying Participants in each Open Tournament, comprised of the winners of online qualifier tournaments in the period of 2 months prior to the month of GWENT Open:

- a) two (2) finalists of the 1<sup>st</sup> monthly online qualifier tournament for top-16 ranked players from Pro Rank Leader Board of the previous month;
- b) two (2) finalists of the 2<sup>nd</sup> monthly online qualifier tournament for top-64 ranked players from Pro Rank Leader Board of the previous month;
- c) two (2) finalists of the 3<sup>rd</sup> monthly online qualifier tournament for top-16 ranked players from Pro Rank Leader Board of the previous month;
- d) two (2) finalists of the 4<sup>th</sup> monthly online qualifier tournament for top-64 ranked players from Pro Rank Leader Board of the previous month;

Example: if GWENT Open is held in April 2021, it will comprise of 4 finalists of 2 online qualifiers held in February 2021 and 4 finalists of 2 online qualifiers held in March 2021.

5.3. Replacement Participants. If for any reason a qualifying Participant cannot attend an Open Tournament (e.g. due to scheduling or visa issues or because a Participant's invite has been withdrawn by CD PROJEKT RED), CD PROJEKT RED will invite the Participant with the next highest Crown Points score to date until a total of eight (8) Participants have been chosen and are able to attend.

5.4. Crown Points and Tickets. Crown Points will be awarded to the top placing Participants at the Open Tournaments as shown in the table below. In addition, the winner of each Open Tournament will automatically be eligible for tickets to the Season 3 World Masters Tournament.

### OPEN TOURNAMENTS - CROWN POINTS

2nd Place

10

3rd – 4th Place

5

5th – 8th Place

1

5.5 Additional Crown Points. Top-4 Participants from each monthly online qualifier will also receive Crown Points as shown in the table below.

## MONTHLY ONLINE QUALIFIERS - CROWN POINTS

1<sup>st</sup> Place (winner)

5

2nd Place (runner-up)

4

3rd Place (loser of the final round in the lower bracket)

1

4th Place (loser of the pre-final round in the lower bracket)

1

Successfully qualifying to GWENT Open by winning any of the monthly online qualifiers will automatically reset to 0 all Crown Points acquired previously by finishing at 3<sup>rd</sup>/4<sup>th</sup> places within the same qualification cycle. Example: A player finished first 3 qualifiers preceding GWENT Open 1 on the 3<sup>rd</sup> place scoring 3 Crown Points prior to the participation in the final qualifier for this tournament. In case if he or she gets to the 1<sup>st</sup> or 2<sup>nd</sup> place in the 4<sup>th</sup> qualifier, previously acquired points will be reset and his or her Crown Point total score will be set to either 5 Crown Points (1<sup>st</sup> place) or 4 Crown Points (2<sup>nd</sup> place).

5.6. Base Prize Money. Prize money will be awarded to Participants at the Open Tournaments as detailed below. Additional important information concerning prize money can be found in section 10 (*Prize Money*). The terms “Match” and “Game” are defined in section 8.2 (*Single Elimination*).

- a) The minimum guaranteed total prize pool available at each Open Tournament is \$10,000 (ten thousand United States Dollars (“USD”).
- b) All eight (8) Participants will receive \$500 (five hundred USD) each for competing in an Open Tournament, regardless of how they place.
- c) In the first stage of Matches (quarter-finals), each pair of Participants will compete for \$500 (five hundred USD) which will be shared between them depending on how many Games each Participant wins in a Match (e.g. if the overall Match result in a ‘best of five’ is: (a) 3:0, the winning Participant will receive \$500 and the losing Participant will receive \$0; (b) 3:1, the winning Participant will receive \$375 and the losing Participant will receive \$125; and (c) 3:2, the winning Participant will receive \$300 and the losing Participant will receive \$200).
- d) In the second stage of Matches (the semi-finals), the remaining four (4) Participants will compete for \$1000 (one thousand USD) which will be shared between them depending on how many Games each Participant wins in a Match.
- e) In the third stage of Matches (the finals), the remaining two (2) Participants will compete for \$1000 (one thousand USD) which will be shared between them depending on how many Games each Participant wins in a Match.
- f) The winner of the finals will also receive an additional \$1000 (one thousand USD) and may also receive an Additional Cash Prizing (see 5.7)

5.7 Additional Cash Prizing. In addition to the guaranteed Base Prize Money, CD PROJEKT RED may provide Additional Cash Prizing for each Open tournament (as described in the section 10 (j)).

## 6. WORLD MASTERS

- 6.1. Date and Location. Please see section 3.2 (*Schedule*) for the schedule of the World Masters.
- 6.2. Participants Qualification Criteria. A total of eight (8) spaces will be available to qualifying Participants for the World Masters, comprised of:
- a) four (4) winners of the previous Open Tournaments; and
  - b) four (4) Participants who: (i) have accumulated the highest total Crown Points during the period starting on the first day of the GWENT Masters Season 3 (i.e. from 12th January 2021) and ending on the last day of the last Competitive Ranked season prior to the Season 3 World Masters; but (ii) have not previously won an Open Tournament.
- 6.3. Alternative and Replacement Participant Selection. If: (a) a Participant or Participants have won multiple Open Tournaments, or (b) for any reason a qualifying or invited Participant cannot attend the World Masters (e.g. due to scheduling or visa issues or because their invite has been withdrawn by CD PROJEKT RED), CD PROJEKT RED will invite alternative eligible Participants who have accumulated the highest total Crown Points (calculated as described in section 6.2(b) above) until a total of eight (8) Participants have been chosen and are able to attend.
- 6.4. Prize Money. Prize money will be awarded to the top placing Participants at the World Masters. The minimum guaranteed total prize pool for the World Masters will be at least \$50,000 (fifty thousand USD) and CD PROJEKT RED will announce the prize pool distribution at least one (1) month prior to the World Masters. Additional important information concerning prize money can be found in section 10 (*Prize Money*).
- 6.5. Additional Cash Prizing. In addition to the guaranteed Base Prize Money, CD PROJEKT RED may provide Additional Cash Prizing for each World Masters tournament (as described in the section 10 (j)).

## 7. CONTACT

Participants agree that CD PROJEKT RED and its Affiliates, partners and licensors may contact them (via the email address associated with their GWENT account and any other contact information provided by Participants) for the purpose of carrying out the GWENT Masters and obligations associated with it (e.g. where CD PROJEKT RED invites eligible Participants to attend CDPR Tournaments or needs to contact them regarding it). All information will be used and stored in accordance with the CDPR Privacy Policy (see further section 15.3 (*Data Protection*)). CD PROJEKT RED reserves the right to withdraw any invite if it has not heard from a Participant within 72 hours of such invite or any further communication being sent by CD PROJEKT RED.

## 8. TOURNAMENT FORMAT

This section 8 (Tournament Format) details the format for Open Tournaments and the World Masters. The format of Online Qualifier Tournaments will be defined and announced in advance by CD PROJECT RED at <https://masters.cdprojektred.com>, separately for each tournament of that type.

### 8.1. Decks.

- a) All Participants must prepare four (4) different decks from the in-game factions (i.e. 'Northern Realms', 'Nilfgaard', 'Syndicate', 'Skellige', 'Scoia'tael' and 'Monsters', with only one (1) deck per faction) with a minimum of 25 cards per deck, including a maximum of two

(2) copies of any bronze cards. Participants may create their deck from all cards then publicly available in GWENT, not just cards they have unlocked on their own GWENT accounts. CD PROJEKT RED will set up temporary accounts for Participants to use when attending any CDPR Tournaments.

- b) All Participants must submit their decklists in advance of the relevant CDPR Tournament to [decksubmission@cdprojektred.com](mailto:decksubmission@cdprojektred.com) or as otherwise required by CD PROJEKT RED. Exact deadlines for the decklists submission will be communicated by CD PROJEKT RED prior to each official tournament. Participants will not be able to change their decklists once submitted.
- c) Participants must always compete using the latest version of GWENT unless there has been a significant gameplay update within ten (10) days before the date of any CDPR Tournament, in which case Participants will compete using the version of GWENT available immediately prior to the latest update.

**8.2. Single Elimination.** All Open Tournaments will have eight (8) Participants participating in a 'Single Elimination' format, and the World Masters will have eight (8) Participants participating in a 'Single Elimination' format. Single Elimination means that all Participants will be randomly seeded (i.e. paired up) against each other and Participants will be eliminated from the tournament entirely if they lose a Match.

In these Rules:

**"Match"** means a match of GWENT, based on a 'best of five' Game format (i.e. the first Participant to win three (3) Games wins a Match).

**"Game"** means a single game of GWENT, based on a 'best of three' Round format (i.e. the first Participant to win two (2) Rounds wins a Game).

**"Round"** means a single round within a Game of GWENT.

In other words, a Participant wins a Match by winning three (3) out of five (5) Games and wins a Game by winning two (2) out of three (3) Rounds.

**8.3. Administrator.** CD PROJEKT RED will designate an official tournament administrator for each Match at its sole and absolute discretion (an **"Administrator"**). Participants must comply with all instructions from an Administrator and an Administrator's determination on any issues relating to the GWENT Masters will be final and binding.

**8.4. Match Details.** Before every Match, each Participant must submit his/her 'Leader ability' choices to the Administrator. Each Participant must then ban one (1) of his/her opponent's decks by informing the Administrator, meaning Participants will then play the Match with their remaining three (3) decks. If a Participant wins a Game, he/she cannot use the winning deck again for the rest of the Match. The losing Participant may either use the same deck or switch to a different one. In the event of a tie, the entire Match will be restarted from the beginning with the same Participant decks.

**8.5. Decklists reveal.** The Administrator will reveal the decklists submitted according to section 8.1(b) above to other Participants and/or general public at the time announced to the Participants before the start of the Tournament. All Participants will receive the information about the decks of their opponents simultaneously. . From this moment on CD PROJEKT RED may, at its own discretion, reveal the decks to any third parties or general public and shall have the right to publish all or any decks submitted by Participants in any manner of its choosing.

## 9. FORFEITING

A Participant will be deemed to immediately and automatically forfeit his/her Match (which will result in an automatic loss for that Match, unless decided otherwise by the Administrator) in any GWENT Masters tournament if he/she:

- a) breaches these Rules or the GWENT User Agreement;
- b) does not meet the deck requirements detailed in section 8.1 (*Decks*);
- c) colludes or attempts to collude with any opponents (including intentionally throwing a Match or informing other Participants of an opponent's strategy); and/or
- d) purposefully disconnects from a Match whether before or after the first card is played.

## **10. PRIZE MONEY**

- a) Prize money will be awarded to the CDPR Tournament winners as detailed in the applicable sections above, subject to the winning Participants' full compliance with these Rules and other applicable rules and requirements.
- b) Payment of applicable prize money will be within sixty (60) days from the completion of the relevant CDPR Tournament.
- c) Prize money will be paid inclusive of any and all charges, duties and taxes (including but not limited to value added tax, sales tax or similar taxes and any applicable withholding tax required to be charged by CD PROJEKT RED) and in accordance with any applicable laws and regulations.
- d) Participants must provide CD PROJEKT RED on request with any documents and information required for the payment of prize money, which could include (but not be limited to) any documentation required by applicable governments or authorities and/or information from the Participant for anti-money laundering and/or anti-fraud purposes in accordance with applicable legal requirements and regulations CD PROJEKT RED is subject to.
- e) Participants will be solely responsible for the payment of any national, federal, state, local or other taxes of any kind in relation to any prize money.
- f) No substitution or exchange of prize money will be permitted and prizes are not assignable, giftable or otherwise transferable to other persons.
- g) If any winning Participants are less than 17 years old, prize money will need to be accepted on their behalf by their respective parent or guardian, subject to any applicable laws and regulations.
- h) Prize money will be paid directly to the bank account of the relevant Participant (or their respective parent or guardian, if applicable).
- i) The payment of applicable prize money will be subject to compliance with any applicable laws and regulations.
- j) In addition to the guaranteed Base Prize Money, CD PROJEKT RED may provide Additional Cash Prizing for each Open and/or World Masters tournament by contributing a percentage of the actual revenue received from the sale of special digital item(s) prior to the event. This Additional Cash Prizing will be added to the Base Prize Money pool. The distribution of the Additional Cash Prizing will use the following logic: 5% of Additional Cash Prizing will be added to each Participants default prize; 5% of Additional Cash Prizing will be added to each quarterfinal prize pool; 10% of Additional Cash Prizing will be added to each semi-final prize pool; 10% of Additional Cash Prizing will be added to the final prize pool and another 10% of Additional Cash Prizing will be added to the winner's bonus.

## 11. TRAVEL AND EXPENSES

- 11.1. Flights and Accommodation. CD PROJEKT RED will assist with arranging and paying reasonable costs for flights, accommodation and other practical transport arrangements for the Participants (and if a Participant is aged between 13 and 17 and attending World Masters, his/her nominated parent or guardian) participating in CDPR Tournaments. Participants are responsible for any and all other costs and expenses (including for food and subsistence) associated with their participation in CDPR Tournaments.
- 11.2. Travel Documentation. Participants (and any accompanying parent or guardian) participating in a CDPR Tournament must have and are solely responsible for obtaining all the necessary visas, permits, passports and other travel documents required to travel to and, if applicable, work in the country in which the CDPR Tournament takes place. If a Participant fails to obtain and/or provide clear confirmation of any of the above to CD PROJEKT RED upon request, he/she will be disqualified from that particular CDPR Tournament with immediate effect.

## 12. CONDUCT

- 12.1. GWENT User Agreement. It is a condition of participation in the GWENT Masters that Participants must comply fully at all times with the GWENT User Agreement. This includes (but is not limited to) section 8 (*Rules For Using GWENT*) in particular, which contains rules on hacking, griefing, cheating, power levelling, account misuse and inappropriate behaviour. The remainder of this section 12 (*Conduct*) contains additional rules that supplement those in the GWENT User Agreement and apply to the GWENT Masters. All of these rules apply throughout the GWENT Masters and regardless of whether or not Participants are actually attending or involved in GWENT Masters events at the time.
- 12.2. Behaviour. Participants are expected to conduct themselves to the highest standards of integrity and good sportsmanship throughout the GWENT Masters. This includes:
- a) attending GWENT Masters events on time;
  - b) treating other Participants, sponsors, staff, fans, leagues, and CD PROJEKT RED with respect and courtesy;
  - c) complying with all policies and rules that may be introduced and notified to Participants from time to time;
  - d) wearing official team uniforms. If no team requirement exists, players should wear matching apparel which includes shirts, jerseys, jackets, hoodies, pants and closed-toe shoes. No visible brand logos are allowed except it's a team sponsor's logo approved by CD PROJEKT RED. All players will have an option to play in the official tournament apparel provided by CD PROJEKT RED.
  - e) not using profanity or obscenities or otherwise acting inappropriately, such as through names/tags, game chat, lobby chat or at any live event or broadcast;
  - f) not acting in any way which may be considered violent, threatening, harassing, discriminating, racist, sexist or intimidating (physical or non-physical) towards other Participants, sponsors, staff, fans, leagues, and/or CD PROJEKT RED; and
  - g) not acting or becoming involved in any situation or event which brings (or could bring) himself/herself, other Participants, CD PROJEKT RED and/or its Affiliates and/or GWENT into public scandal, disrepute or ridicule or which shocks or offends the community or reflects unfavourably on GWENT and/or CD PROJEKT RED.
- 12.3. Cheating. Cheating of any kind will not be tolerated and includes (but is not limited to) any of the following, whether actual, attempted, direct, indirect, intentional or otherwise:

- a) match-fixing, colluding with others (which includes without limitation sharing prize money with other Participants) or taking any action intended to alter or interfere with the results of any part of the GWENT Masters;
- b) 'ghosting' (i.e. watching or monitoring an opponent's live-stream in order to unfairly gain any sort of competitive advantage);
- c) using any bugs, glitches or exploits in the game;
- d) using someone else's account, aside from an account which CD PROJEKT RED specifically provides to Participants for the GWENT Masters; and
- e) bringing notes, decklists, documents, books or any other items that may be used to gain unfair advantage during the Tournament to the gaming area unless usage of such items was specifically approved by CD PROJEKT RED.

12.4. Software and Hardware. Participants must consult with CD PROJEKT RED before bringing their own electronic items and/or hardware to the GWENT Masters. Electronic devices such as mobile phones and smart watches will not be allowed during any Match. All personal equipment should be handed to the Administrator before a tournament commences.

12.5. Gambling. Participants participating in the GWENT Masters must not gamble on the outcome of the GWENT Masters or any part of it, whether actual, attempted, direct, indirect, intentional or otherwise, nor be involved with or encourage the same in any way, whether or not it involves any stake and/or the receipt of (or chance of receiving) money, gain or profit of any kind.

12.6. Doping. Participants must not take or consume nor be involved in any way with the creation, provision or distribution of any alcohol or substances which are or could be considered to: (a) be illegal, restricted, unauthorised or inappropriate; or (b) have any kind of negative or deleterious effect or be used for performance enhancing purposes; or (c) involve a breach of section 12.2 (*Behaviour*), at or in connection with the GWENT Masters. If a Participant has a genuine condition requiring prescribed medication to be used whilst participating in the GWENT Masters, Participants are required to advise CD PROJEKT RED and the Administrator a good time in advance for approval. CD PROJEKT RED operates a zero-tolerance approach to the use of prohibited substances and alcohol in connection with the GWENT Masters.

12.7. Restricted Sponsorships. To preserve the reputation of the GWENT Masters and CD PROJEKT RED, sponsors in the following categories are not permitted for any Participant participating in the GWENT Masters ("Restricted Sponsorships"):

- a) alcohol;
- b) tobacco, cigarettes, e-cigarettes or vaping products;
- c) pornography or other adult materials;
- d) firearms or other weaponry;
- e) gambling or betting services/products/websites;
- f) key-selling marketplaces;
- g) sellers of or marketplaces for counterfeit or illegal items (virtual or otherwise);
- h) political campaigns;
- i) charities that are substantially religious or political in nature;
- j) any product or service that conflicts and/or competes with any of CD PROJEKT RED's own sponsors or those of its commercial partners; and
- k) any other products, goods or services deemed to be detrimental or inappropriate by CD PROJEKT RED.

Participants must not in any way (whether directly or indirectly, intentionally or otherwise) show, mention, talk about, refer to, use the products or services of or wear clothing featuring the name or branding of, or otherwise be connected with, any Restricted Sponsorships at any point throughout the GWENT Masters. CD PROJEKT RED may update the above list at any time at its sole and absolute discretion.

### **13. MEDIA RIGHTS AND INTELLECTUAL PROPERTY**

- 13.1. Participant Materials. A Participant will remain the owner of his/her own 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 (defined below) in the same ("**Participant Materials**"), subject to the licences granted to CD PROJEKT RED and its Affiliates in these Rules.
- 13.2. Licences. Each Participant 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 or otherwise use his/her Participant Materials in connection with GWENT, the GWENT Masters and CD PROJEKT RED which will include (but not be limited to) the right for CD PROJEKT RED and its Affiliates to display his/her Participant Materials: (a) on websites, social media (e.g. Facebook, Twitter and YouTube) and editorial content relating to GWENT, the GWENT Masters and CD PROJEKT RED; (b) in connection with the webcast, streaming, telecast, broadcast and other distribution of the GWENT Masters; and (c) otherwise in connection with the marketing, advertising, sponsorship, promotion and other exploitation of GWENT, the GWENT Masters and CD PROJEKT RED ("**Promotional Activities**"). CD PROJEKT RED and its Affiliates may use Participant Materials in the Promotional Activities at their discretion without requiring a Participant's prior approval and without any form of payment or remuneration to Participants. Each Participant hereby waives and releases any and all claims against CD PROJEKT RED and its Affiliates in respect of any moral, personal and publicity rights (including, so far as is possible, any equivalent or similar rights in any territory of the world) in the Promotional Activities and any other use of the Participant Materials by CD PROJEKT RED and/or its Affiliates.
- 13.3. CD PROJEKT RED Ownership. CD PROJEKT RED will be the sole and exclusive owner of: (a) GWENT; (b) the GWENT Masters; (c) any materials produced in relation to the Promotional Activities; (d) any ideas, suggestions, proposals, improvements, enhancement or feedback of any kind that Participants provide to CD PROJEKT RED in relation to GWENT, the GWENT Masters and/or CD PROJEKT RED; (e) data and statistics relating to the GWENT Masters, including all feeds and data streams of such data and statistics; (f) these Rules; (g) all CD PROJEKT RED materials accompanying all the same; and (h) any updates or modifications to the same, in each case with all Intellectual Property Rights in them.
- In the Rules: "**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.

#### **14. COMPLIANCE, DECISIONS AND SANCTIONS**

- 14.1. Compliance Monitoring. CD PROJEKT RED reserves the right at its discretion to monitor Participants' compliance with these Rules and the GWENT User Agreement and Participants agree to promptly provide evidence of their compliance with the same upon request by CD PROJEKT RED.
- 14.2. Investigations. CD PROJEKT RED may at its discretion carry out investigations into any actual or suspected breach of these Rules and Participants (and if applicable their parent or guardian) agree to promptly provide all required assistance to CD PROJEKT RED in relation to the same. Failure by Participants and/or their parent or guardian to cooperate with any such investigation is itself a breach of these Rules.
- 14.3. Sanctions. CD PROJEKT RED and its Affiliates may at its discretion impose sanctions for any breaches (whether actual, attempted, directly, indirectly, intentionally or otherwise) of these Rules and the GWENT User Agreement. Sanctions available include (but are not limited to):
  - a) issuing formal or informal warning notices to Participants (in private or public);
  - b) withdrawing Participant invites to any GWENT Masters events (including for CDPDR Tournaments);
  - c) deducting Crown Points (in whole or in part);
  - d) temporarily or permanently suspending or disqualifying Participants from the GWENT Masters (in whole or in part);
  - e) revoking previously awarded prizes or titles (in whole or in part);
  - f) terminating Participants' GWENT and/or GOG Galaxy accounts;
  - g) requiring Participants to change their in-game names/tags; and/or
  - h) banning Participants from participating in future GWENT and/or CD PROJEKT RED tournaments and events.
- 14.4. Decisions. Any decisions made and sanctions imposed by CD PROJEKT RED and its Affiliates in connection with the GWENT Masters are final and binding with no right of appeal. This includes (without limitation) CD PROJEKT RED's determination on matters in relation to forfeiting (see section 9 (*Forfeiting*)) and Participant conduct (see section 12 (*Conduct*)). CD PROJEKT RED will make reasonable efforts to provide written reasons for its decisions and sanctions and to give reasonable notice of the same (subject to the requirements of operating the GWENT Masters efficiently).

#### **15. GENERAL**

- 15.1. Assumption of Risk. Participants understand and agree that there are risks involved with professional esports, including but not limited to eye damage, carpal tunnel syndrome, repetitive stress injuries and other damage associated with extended periods of computer-based work. To the fullest extent permitted by law, Participants hereby expressly assume all risk of injury or damage to their person or property while voluntarily choosing to be involved in the GWENT Masters.
- 15.2. Compliance With Laws. Participants must comply with all applicable laws and regulations applicable to their participation in the GWENT Masters. Please remember that we are subject to various laws and we may be required to comply with law enforcement and/or other legal requirements.

- 15.3. Data Protection. Any personal data collected from Participants in connection with their participation in the GWENT Masters by CD PROJEKT RED, its Affiliates or by a third party on behalf of CD PROJEKT RED, will be subject to our CDPR Privacy Policy. Participants hereby authorise CD PROJEKT RED to share data with its Affiliates and partners for the purpose of running the GWENT Masters and for other purposes described in the CDPR Privacy Policy. Any personal data collected from Participants by third parties for their own separate purposes will be governed by the privacy policies of the relevant third parties.
- 15.4. Confidential Information. Participants must keep any Confidential Information (defined below) of CD PROJEKT RED and its Affiliates confidential and secure and must not disclose or communicate it to any third party, except their professional representatives or advisors or as required by law. For the purpose of these Rules, “**Confidential Information**” means any information or materials disclosed by CD PROJEKT RED and/or its Affiliates which: (a) would be regarded as confidential by a reasonable business person; (b) is identified as "Confidential"; or (c) is generally not publicly available.
- 15.5. Language. These Rules are prepared in the English language. If any non-English translations of these Rules are prepared, in the event of any discrepancy or conflict between the English and non-English versions, the English version will prevail. All matches during the GWENT Masters will be held using the English version of GWENT.
- 15.6. No Employment Relationship. These Rules do not create any exclusive relationship between Participants and CD PROJEKT RED nor any partnership, joint venture, employment or agency.
- 15.7. Assignment. CD PROJEKT RED can assign, subcontract or transfer these Rules to a third party or another member of its group if necessary for the support of GWENT or the GWENT Masters, including as part of any reorganisation or merger or for other business reasons.
- 15.8. Waiver. No failure or delay by CD PROJEKT RED to exercise any right or remedy provided under these Rules or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy by CD PROJEKT RED will preclude or restrict the further exercise of that or any other right or remedy.
- 15.9. Severability. If any court or competent authority finds that any provision of these Rules (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Rules will not be affected.
- 15.10. Entire Agreement. These Rules, together with any other documents referred to in them and any other documentation required by CD PROJEKT RED in relation to the GWENT Masters, contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that, in entering into these Rules, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Rules.
- 15.11. Dates, Times and Locations. All dates, times and locations stated throughout these Rules are provisional and subject to change at CD PROJEKT RED’s discretion. Please see <https://masters.playgwent.com> for the most up-to-date information on the GWENT Masters.
- 15.12. Legal.

PARTICIPANTS ACKNOWLEDGE AND AGREE THAT THEY ARE INVOLVED IN THE GWENT MASTERS AS A PROFESSIONAL ESPORTS PROGRAM AND ACCORDINGLY THEY ARE ACTING IN THE COURSE OF A

BUSINESS AND NOT AS CONSUMERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE AS FOLLOWS:

- a) CD PROJEKT RED, its Affiliates, partners and licensors disclaim any implied or express warranties or representations regarding GWENT and/or the GWENT Masters. This includes without limitation any allegations of: (i) negligence; (ii) lack of satisfactory quality, merchantability or fitness for purpose; (iii) the existence of any faults or errors; and/or (iv) infringement of any third party intellectual property rights. GWENT and the GWENT Masters are provided on an "AS IS", "AS AVAILABLE" basis without warranties or representations of any kind, express or implied. To the fullest extent permitted by applicable law, CD PROJEKT RED disclaims all warranties, express or implied, which might apply to GWENT and/or the GWENT Masters, including without limitation: implied warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose, any warranties that may arise from course of dealing or course of performance or usage of trade, freedom from viruses or errors or defects, and/or any warranties as to the accuracy, legality, reliability or quality of any content or information contained within GWENT and/or the GWENT Masters. CD PROJEKT RED does not warrant that GWENT and/or the GWENT Masters will be uninterrupted or error-free, that defects will be corrected, or that GWENT will be free of viruses or other harmful components.
- b) In no event will CD PROJEKT RED, its Affiliates, partners and licensors be liable to Participants for any loss, damage or harm of any kind arising from:
  - (1) any corrupted, distorted, inaccurate, incomplete, damaged, late or lost data, communications or transmissions;
  - (2) hardware, software, internet, network, electronic or other computer-related malfunctions or failures; and/or
  - (3) any printing or typographical errors in documents or materials for the GWENT Masters or GWENT.
- c) In no event will CD PROJEKT RED, its Affiliates, partners and licensors be liable to Participants 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. To the extent required by applicable law, this exclusion does not apply in the case of personal injury, death or fraud.
- d) THE TOTAL LIABILITY OF CD PROJEKT RED AND ITS AFFILIATES, PARTNERS AND LICENSORS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND WHETHER IN CONNECTION WITH THE GWENT MASTERS, THESE RULES AND/OR ANY COLLATERAL CONTRACT WILL IN NO CIRCUMSTANCES EXCEED THE AMOUNT OF \$10,000 (TEN THOUSAND USD).
- e) PARTICIPANTS AGREE TO INDEMNIFY AND HOLD HARMLESS ON DEMAND CD PROJEKT RED, ITS AFFILIATES, LICENSORS AND PARTNERS (AND KEEP THEM INDEMNIFIED AND HELD HARMLESS) FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING LEGAL FEES, IN CONNECTION WITH: (1) ANY ACTUAL OR ALLEGED BREACH OF THESE RULES; AND (2) ANY ACTUAL OR ALLEGED UNAUTHORISED USE BY PARTICIPANTS OF CD PROJEKT RED'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIAL INFORMATION. IF CLAIMS ARE BROUGHT AGAINST CD PROJEKT RED, ITS AFFILIATES, LICENSORS AND/OR PARTNERS, PARTICIPANTS AGREE TO FULLY COMPLY WITH CD PROJEKT RED AND CD PROJEKT RED

RESERVES THE RIGHT TO TAKE OVER THEIR DEFENCE. PARTICIPANTS WILL NOT SETTLE ANY SUCH CLAIMS WITHOUT CD PROJEKT RED'S PRIOR WRITTEN CONSENT.

- f) Participants agree that any loss, damage or harm they suffer are not irreparable or sufficient, and other remedies will be adequate, such that Participants are not entitled to injunctive or other equitable relief against CD PROJEKT RED, its Affiliates, partners and licensors.
- g) Governing Law and Disputes.

**If Participants are resident in the European Union and elsewhere in the world (but not the USA):**

The GWENT Masters, these Rules and any dispute or claim in connection with them will be governed by the laws of Poland and under the exclusive jurisdiction of the courts of Poland. 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. In any legal claim under these Rules, the side which wins will be entitled to its legal fees and expenses.

**If Participants are resident in the USA:**

CD PROJEKT RED and Participants agree to resolve all disputes and claims between them in individual binding arbitration. This includes without limitation any claims arising from these Rules, any part of the relationship between Participants and CD PROJEKT RED, Participants' use of GWENT or participation in the GWENT Masters. This section applies whether the dispute or claim is based in contract, tort, statute, fraud, unfair competition, misrepresentation or any other legal doctrine.

Some explanatory notes from us: "arbitration" is a consensual dispute resolution process where both sides present their case to a neutral arbitrator (not a judge or jury). Arbitration is less formal than court litigation and it has less formal rules (which we talk about below). To be clear: by choosing arbitration, Participants are giving up the right to have any dispute between us heard in court before a judge and/or jury. Participants and CD PROJEKT RED agree that any claim arising out of or related to these Rules must be made within one (1) year after the claim arose; otherwise, such claim is permanently barred.

How to start an arbitration:

If either CD PROJEKT RED or a Participant wants to commence arbitration, then they have to send the other side a written notice setting out the basis of the claim and what remedy the commencing side wants from the other side. A printed version of these Rules and of any notice given in electronic form will be admissible to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If a Participant sends a notice to us, please send copies by mail (to our address at the top of these Rules) and by email ([legal@cdprojektred.com](mailto:legal@cdprojektred.com)). Participants and CD PROJEKT RED may bring an arbitration at any reasonable AAA (defined below) location within the United States that is convenient for them.

The rules for the arbitration:

The US Federal Arbitration Act applies to this section. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator will be bound by these Rules.

The arbitration will be conducted by a single arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who will be selected from the appropriate list of AAA arbitrators. The determination of whether a dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by an arbitrator rather than a court. The AAA will administer the arbitration and it will be conducted in the English language. It may be conducted through the submission of documents, by phone, or in person at a mutually agreed location. The arbitration hearing must commence within 30 days from the appointment of the arbitrator, unless otherwise agreed to by Participants and CD PROJEKT RED. The AAA will only have power to arbitrate the dispute between Participants and CD PROJEKT RED and not in relation to other people under this particular arbitration. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

What the dispute resolution and arbitration sections do not apply to:

The dispute resolution and arbitration requirements do not apply to claims or disputes brought by either Participants or CD PROJEKT RED which relate to claims of intellectual property rights infringement, confidential information misuse or claims of unauthorized use, piracy, theft or misappropriation.

Waiver of collective action remedies:

To the maximum extent permitted by the national or state law applicable, Participants and CD PROJEKT RED agree not under any circumstances to bring or participate in a class or representative action, private attorney general action or collective arbitration. That means, to the full extent permitted by law: (1) no arbitration will be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If the agreement in this section not to bring or participate in a class or representative action, private attorney general action or collective arbitration is found illegal or unenforceable, Participants and CD PROJEKT RED agree that it will not be severable: this entire section will be deemed unenforceable and any claim or dispute will therefore be resolved in court.

To the extent not covered by the dispute resolution and binding arbitration language above, Participants and CD PROJEKT RED agree that the GWENT Masters, these Rules and any issues arising out of them, will be deemed to be entered into in Los Angeles, California and governed by and interpreted according to the laws of the State of California, USA (and, if applicable, US Federal law) without regard to choice of law principles. Any legal claim by Participants against CD PROJEKT RED, to the extent not covered by the dispute resolution and arbitration language above, will be made exclusively in state or federal court located in Los Angeles, California, which will have subject matter jurisdiction regarding the dispute between Participants and CD PROJEKT RED and therefore we both consent to the exclusive jurisdiction of those courts. Moreover, Participants waive any rights to argue that the state and federal courts in Los Angeles, California are an improper venue. In any legal claim under these Rules, the side who wins will be entitled to its legal fees and expenses.

- 15.13. Changes. CD PROJEKT RED reserves the right in its sole and absolute discretion to update, patch or improve GWENT and/or the GWENT Masters at any time in order to (without limitation) fix exploits and bugs as well as add features or rebalance GWENT.
- 15.14. Changes to the Rules. CD PROJEKT RED reserves the right to edit, change, delete or add to these Rules in its sole and absolute discretion at any time and will use reasonable efforts to inform Participants when it does so. If Participants do not agree to those changes (regardless of whether they contact us), then Participants must not participate in the GWENT Masters.
- 15.15. Questions. For any questions or comments about these Rules, please contact [legal@cdprojektred.com](mailto:legal@cdprojektred.com).