

Dispute Resolution for Riot Games' Esports (EMEA)

Arbitration Rules

**1 January 2025
Version**

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DISPUTE RESOLUTION
FOR RIOT GAMES' ESPORTS (EMEA)
ARBITRATION RULES

Preamble

The independent Dispute Resolution for Riot Games' Esports (EMEA) (hereinafter the "DR") seeks to provide parties with a simple, quick and cost-efficient mechanism for resolving disputes arising from or related to contracts in the context of any Riot esports competition in the EMEA region.

In order for the DR to be able to achieve this objective, these Arbitration Rules (hereinafter the "Rules") require cooperation by the parties and their representative or counsel, if any. In particular, in the interest of speed and economy:

- Arbitrations are conducted before a sole Arbitrator appointed by the DR Secretariat.
- The Parties will be required to respect short time limits. Consequently, they are required to prioritize the arbitration accordingly and they should refrain from appointing any counsel who is not capable of meeting such time limits.
- As a rule, there will be only one submission per party. Therefore, the Request for Arbitration and the Answer should contain all facts, arguments, evidence, and requests on which the relevant party wishes to rely.
- Hearings will be held only upon a decision by the Arbitrator. Thus, if the Parties wish to rely on witness testimony, they should submit written witness statements.
- By default, the Arbitrator will decide *ex aequo et bono* (see Article 17).
- Awards will, in general, be issued without reasons (see Article 18).

It is recommended that parties wishing to refer their potential disputes to the DR use the following arbitration clause:

"Any dispute arising from or related to the present contract shall be submitted to the Dispute Resolution for Riot Games' Esports (EMEA) in Zurich, Switzerland and shall be resolved in accordance with its Arbitration Rules by a sole arbitrator appointed by the Secretariat of the Dispute Resolution for Riot Games' Esports (EMEA). The seat of the arbitration shall be Zurich, Switzerland. Regardless of the parties' domicile, the arbitration shall be governed by

Chapter 12 of the Swiss Federal Act on Private International Law, to the exclusion of the Swiss Code of Civil Procedure. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.

Any communication in an arbitration before the Dispute Resolution for Riot Games' Esports (EMEA) may be sent to the following email addresses of the parties (or any other email address provided by a party in writing at a later point in time):

[Name of Party 1]: [Email address of Party 1]

[Name of Party 2]: [Email address of Party 2][add further Parties and their email addresses, if applicable]"

1. Jurisdiction

- 1.1. The DR shall have jurisdiction over any dispute arising from or related to any contract between players, coaches and/or teams, provided that:
 - Such contract is related to any Esports competition organized by Riot Games, Inc. or any of its affiliated companies (hereinafter jointly referred to as “Riot”) in the EMEA Region, or any competition in the EMEA Region operated by third-party tournament operators on behalf of Riot, and
 - Riot is not directly involved in the dispute, and
 - The parties have agreed in writing, or by any other means of communication allowing it to be evidenced by text, to submit the dispute to the DR; in case no such agreement exists, the DR shall nonetheless have jurisdiction if the Claimant files a Request for Arbitration without contesting the jurisdiction of the DR, and the Respondent fails to object to the jurisdiction of the DR prior to any defense on the merits.
- 1.2. The Arbitrator shall have the power to rule on the Arbitrator’s own jurisdiction, including on any objection with respect to the existence, scope or validity of the arbitration agreement.
- 1.3. The Arbitrator is entitled to refuse to proceed with the arbitration at any time if the Arbitrator considers that arbitration under these Rules is not appropriate to resolve the dispute. This applies, in particular, if the parties have agreed on procedural rules departing from these Rules.

2. Seat, Law Applicable to the Procedure

- 2.1. The seat of the DR and of each arbitration before the Arbitrator shall be Zurich, Switzerland, even if hearings, if any, are held in another place.

- 2.2. Regardless of the parties' domicile, arbitrations before the DR are governed by Chapter 12 of the Swiss Federal Act on Private International Law, to the exclusion of the Swiss Code of Civil Procedure.

3. List of Arbitrators

- 3.1. The DR Secretariat establishes a list of arbitrators, which is published on the DR's website.
- 3.2. The arbitrators are appointed to the list for a renewable term of two years.

4. Procedure before the Arbitrator, Waiver

- 4.1. To the extent not provided otherwise herein, the Arbitrator shall determine in the Arbitrator's sole discretion the procedure in the arbitration.
- 4.2. Any party that proceeds with the arbitration and does not raise, without undue delay, its objection to (i) any failure to comply with any provision of these Rules or any other rules applicable to the arbitration, (ii) any direction given by the Arbitrator, or (iii) the conduct of the arbitration, shall be deemed to have waived its right to object in that respect.

5. Language

- 5.1. The working language of the DR, and the language of any arbitration before the DR, shall be English.
- 5.2. Documents provided to the DR in a language other than English must be accompanied by a translation into the English language unless the Arbitrator decides otherwise.

6. Representation of the Parties

The parties may be assisted by counsel or by any other person of their choice.

7. Communications, Filing Address

- 7.1. Any communication (including any submissions and notifications) to and from the DR shall be made through the DR Secretariat. The parties shall transmit any such communication by e-mail only, unless authorized otherwise by the Arbitrator or, if no Arbitrator has been appointed yet, by the DR Secretariat. Any reference in these Rules to written communication shall include communication by email (or such other means

authorized by the Arbitrator or the DR Secretariat, as the case may be). The DR Secretariat may seek the assistance of Riot in communicating with the parties.

- 7.2. Requests for Arbitration shall be filed to the DR Secretariat's main e-mail address (DR@martens.legal). Once an arbitration is initiated, any communication to the DR Secretariat in that arbitration shall be sent to the e-mail address indicated by the DR Secretariat.
- 7.3. Any communication from the DR to the parties may be sent to the address(es) indicated in the arbitration agreement, the Request for Arbitration, the Answer, and/or to any other address specified in writing at a later point in time. Any communication from the DR shall be deemed to be received by a party if it was sent to an email address provided by that party in the arbitration agreement or communicated to the DR in writing by that party at any time during the arbitration.
- 7.4. If, despite reasonable efforts, any communication cannot be delivered to a party in accordance with Article 7.3, the Arbitrator may designate a third party (e.g. an esports team with whom the relevant party is employed) to receive any notifications and communications from the DR *in lieu* of the relevant party. Any notice or communication so delivered shall be deemed to have been received by the relevant party.

8. Time Limits

- 8.1. Time limits for the filing of written submissions or other procedural acts shall be determined by the Arbitrator by reference to a specific date. Unless decided otherwise by the Arbitrator, a time limit is met if the relevant submission or procedural act is received by the DR before midnight (Swiss time) of the last day of the time limit.
- 8.2. The Arbitrator may, in the Arbitrator's sole discretion, extend time limits or grant new time limits. Unless exceptionally admitted otherwise by the Arbitrator in the Arbitrator's sole discretion, any requests for extension shall be filed before the last day of the relevant time limit and shall set out the reasons for which the request is made.
- 8.3. Articles 8.1 and 8.2 shall apply *mutatis mutandis* to any time limits fixed by the DR Secretariat in accordance with these Rules, provided that the relevant decisions in relation to such time limits shall be made by the DR Secretariat.

9. Request for Arbitration, Counterclaims

- 9.1. An arbitration before the DR shall commence on the date of receipt of a Request for Arbitration by the DR Secretariat.
- 9.2. The Claimant shall use the template Request for Arbitration provided on the DR's website.

- 9.3. A Request for Arbitration shall contain the following:
- The names, postal addresses, telephone numbers and e-mail addresses of the Claimant and the Respondent and their respective counsel, if any.
 - A statement of all facts and legal arguments on which the Claimant seeks to rely.
 - The Claimant's request for relief.
 - A copy of any written contract containing the agreement to have the dispute resolved by arbitration before the DR (see also Article 1.1).
 - All evidence on which the Claimant intends to rely.
 - Any request for a hearing and for the examination of a witness (this term including fact witnesses and expert witnesses), together with a written witness statement signed by the witness.
 - Any application for legal aid in accordance with Article 20.
- 9.4. Along with the filing of the Request for Arbitration, the Claimant shall pay a non-reimbursable handling fee to the following bank account:

Beneficiary: Martens Rechtsanwaltsgesellschaft mbH
Bank: ODDO BHF Bank AG, Munich
IBAN: DE37 5002 0200 0055 0550 40
BIC/Swift: BHFBD333XXX

in accordance with the scale set forth below:

Sum in Dispute (in Euros)	Handling Fee (in Euros)
up to 5,000	500
5,001 to 10,000	1,000
10,001 to 20,000	1,500
20,001 to 50,000	2,000
50,001 to 100,000	2,500

over 100,000	4,000
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For the avoidance of doubt, the above amounts are net of any applicable taxes or charges. Any such taxes or charges shall be paid by the Claimant in addition to the above amounts.

- 9.5. The arbitration will not proceed until the non-reimbursable handling fee is received in the DR's bank account. The DR Secretariat may fix a final date for the payment of the non-reimbursable handling fee, failing which the Request for Arbitration shall be deemed withdrawn.
- 9.6. Articles 9.1 and 9.3 to 9.5 shall apply *mutatis mutandis* to counterclaims.

10. Appointment/Challenge of the Arbitrator

- 10.1. After receipt of the Request for Arbitration and of the non-reimbursable handling fee, the DR Secretariat shall appoint the Arbitrator, in its sole discretion, from the published list of arbitrators (see Article 3.1) applicable at the time when the Request for Arbitration is received by the DR Secretariat. If the Arbitrator so appointed is unavailable, resigns, is successfully challenged or declines the appointment, the DR Secretariat shall appoint another Arbitrator from the same list.
- 10.2. Before proceeding with the arbitration, the Arbitrator shall send a written declaration of acceptance, independence and impartiality to the DR Secretariat. The parties shall be informed about the existence and content of such declaration.
- 10.3. An Arbitrator may be challenged if the circumstances give rise to legitimate doubts regarding the Arbitrator's independence or impartiality. The challenge shall be brought in writing within seven days after the ground for the challenge has become known to the party making the challenge. Challenges are to be determined exclusively by the DR Secretariat, which shall rule on the challenge after having given all parties and the Arbitrator an opportunity to state their position.

11. (De-)Consolidation

- 11.1. Before the appointment of the Arbitrator(s), the DR Secretariat may consolidate two or more Requests for Arbitration into one arbitration or deconsolidate one Request for Arbitration into more than one arbitration.
- 11.2. The Arbitrator may deconsolidate an arbitration to which he was appointed into two or more arbitrations or consolidate more than one arbitration to which he was appointed into one arbitration.

- 11.3. In exercising this discretion, the DR Secretariat (or the Arbitrator, as the case may be) shall take into account whether there is a sufficiently close connection between the claims and whether they are subject to arbitration clauses that are identical in substance. Claims that are neither based on the same contract nor on contracts that directly relate to each other shall, absent exceptional circumstances, not be deemed to have a sufficiently close connection.
- 11.4. In case of deconsolidation, separate non-reimbursable handling fees and Arbitrator's fees shall be payable for each arbitration based on the scales set forth in Articles 9.4 and 13.1, respectively. In case of consolidation, only one non-reimbursable handling fee and one Arbitrator's fee shall be payable; however, their amounts shall be determined by adding the non-reimbursable handling fees and Arbitrator's fees, respectively, that would have applied to each of the consolidated Requests for Arbitration had they remained separate.

12. Answer

The DR Secretariat shall communicate the Request for Arbitration to the Respondent and set the time limit for the Answer. The Answer shall contain:

- Any defense of lack of jurisdiction.
- A statement of defense, including a statement of all facts and legal arguments on which the Respondent seeks to rely.
- Names and addresses of the Respondent and its counsel (if any), unless this has already been set out in the Request for Arbitration.
- Any counterclaim and details of the relief sought.
- All evidence on which the Respondent intends to rely.
- Any request for the holding of a hearing and for the examination of a witness, together with a written witness statement signed by the witness.

13. Arbitrator's Fee

- 13.1. The parties shall pay in equal shares (unless decided otherwise by the Arbitrator) into the DR's bank account (see Article 9.4) an Arbitrator's fee in accordance with the scale set forth below:

Sum in Dispute (in Euros)	Arbitrator's Fee (in Euros)
up to 5,000	1,000
from 5,001 to 20,000	2,000
from 20,001 to 50,000	3,000
from 50,001 to 100,000	4,000
over 100,000	5,000

For the avoidance of doubt, the above amounts are net of any applicable taxes or charges. Any such taxes or charges shall be paid by the relevant party in addition to the above amounts.

- 13.2. If a party fails to pay its share, the other party may substitute for it.
- 13.3. The Arbitrator will not proceed with the arbitration until the full amount of the arbitrator's fee is received.
- 13.4. The DR Secretariat may fix a final date for the payment of the arbitrator's fee, failing which the Request for Arbitration shall be deemed withdrawn.
- 13.5. The filing of a counterclaim may require the payment of an additional Arbitrator's fee, the amount of which will be determined by the DR Secretariat. Such additional Arbitrator's fee shall not exceed the amount that would be applicable to the counterclaim in accordance with Article 13.1 based on the sum in dispute of the counterclaim. Articles 13.2 to 13.4 shall apply *mutatis mutandis* to counterclaims.

14. Further Submissions, Procedural Orders, Settlement

- 14.1. After the filing of the Request for Arbitration and the Answer, the Arbitrator shall determine in the Arbitrator's sole discretion whether a further exchange of submissions is necessary. Unless the Arbitrator decides that it is necessary, further submissions will not be taken into account.
- 14.2. The Arbitrator may also issue any procedural directions. In particular, the Arbitrator may order the production of (additional) evidence or require that the parties respond to specific questions.

- 14.3. The Arbitrator may request Riot Inc. and/or any of its affiliates to provide information that the Parties are unable or unwilling to submit.
- 14.4. The Arbitrator is authorized to try and facilitate a settlement of the dispute.

15. Hearing

- 15.1. No hearings are held in arbitrations before the DR unless the Arbitrator, after having consulted with the parties, decides to hold a hearing. Hearings before the DR shall be in private.
- 15.2. Any hearing is to be held by video conference unless the Arbitrator determines in the Arbitrator's sole discretion that a hearing shall be held in person or by different means.
- 15.3. The Arbitrator may make the holding of a hearing dependent on the payment of a hearing fee by one or both parties.
- 15.4. If witnesses are heard, the Arbitrator shall invite them to tell the truth and draw their attention to the fact that false testimony may lead to criminal sanctions.
- 15.5. The parties shall be responsible for the availability of their witnesses and shall bear any costs and expenses related to their testimony. Article 19.1 shall remain unaffected.

16. Deemed withdrawal of Request for Arbitration, Default of Respondent

- 16.1. If the Claimant fails to submit its Request for Arbitration in accordance with Articles 7.1, 7.2, 9.2 and 9.3 despite having been requested to submit any missing elements within a final deadline, the DR Secretariat may decide that the Request for Arbitration is deemed withdrawn. The Arbitrator shall have the same powers with respect to counterclaims.
- 16.2. If the Respondent fails to submit an Answer in accordance with Articles 7.1, 7.2 and 12, or fails to submit an Answer at all, the Arbitrator may nevertheless proceed with the arbitration and deliver an award. The same applies if any party fails to abide by any procedural directions given by the Arbitrator, or fails to appear at a hearing.

17. Law Applicable to the Merits

The Arbitrator shall decide the dispute *ex aequo et bono*, applying general considerations of justice and fairness without reference to any particular national or international law.

18. Award

- 18.1. The Arbitrator shall issue a written, dated and signed award which, subject to Article 18.2, shall not include reasons. An electronic or scanned signature shall suffice.
- 18.2. The Arbitrator shall issue an award with reasons (which shall substitute in full for any previously issued award without reasons) only if a party
- files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the communication of the award without reasons to a party (if the award is communicated to a party in different ways, the first delivery of the award to the party shall be considered for the calculation of such time limit), and
 - pays, within the time limit set by the DR Secretariat, an amount of
 - EUR 2,000 if the sum in dispute is below or equals EUR 50,000, or
 - EUR 3,000 if the sum in dispute exceeds EUR 50,000
- into the bank account indicated in Article 9.4, failing which the request shall be deemed withdrawn.
- 18.3. Before signing the award, the Arbitrator shall transmit a draft to the DR Secretariat, which may make suggestions as to the form of the award and, without affecting the Arbitrator's liberty of decision, may also draw the Arbitrator's attention to points of substance. The Arbitrator shall remain solely responsible for the award.
- 18.4. In the interest of the development of consistent DR case law, the DR Secretariat may consult with other DR arbitrators, or permit the Arbitrator to consult with other DR arbitrators, on issues of principle raised by a pending case.
- 18.5. Awards shall be deemed to have been made at the seat of the DR. They shall be final and binding upon receipt of the award by the relevant party. If the award is communicated to a party in different ways (e.g. in advance by e-mail and subsequently by postal service), it shall be final and binding upon the first delivery to the relevant party. If the award cannot be delivered to a party (or a third-party appointed under Article 7.4, if any), the award shall be final and binding upon the relevant party once the award is published on the DR's website, provided that the relevant party was duly notified of the arbitration and of the appointment of the Arbitrator. Any time limit for challenge of the award shall run as of the point in time when the award becomes final and binding upon the relevant party pursuant to this Article 18.5 or, when an award with reasons is to be issued pursuant to Article 18.2 after an award without reasons has already been notified, upon notification of the award with reasons to the relevant party in accordance with this Article 18.5.

- 18.6. DR awards are not confidential unless ordered otherwise by the Arbitrator upon request by a party. Any such request must be made within ten days of receipt of the award by the relevant party, failing which that party is deemed to have agreed to the award not being confidential. Notwithstanding any order of confidentiality, the relevant award may be communicated to Riot.
- 18.7. If the parties reach a settlement, the Arbitrator, upon request, may record the settlement in the form of an award by consent.

19. Decision on Costs, Calculation of Sum in Dispute

- 19.1. The award shall determine which party shall bear the Arbitrator's fee (and any hearing fee) and in which proportion. In addition, as a general rule, the award may grant the prevailing party a contribution towards any reasonable legal fees and other expenses incurred in connection with the proceedings (including the non-reimbursable handling fee and any reasonable costs of witnesses and interpreters).
- 19.2. When deciding on the Arbitrator's fee (and any hearing fee) and on the amount of any contribution to the parties' reasonable legal fees and other expenses, the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the parties' conduct during the arbitration before the DR and their financial resources.
- 19.3. The maximum contribution to a party's reasonable legal fees and other expenses (excluding the non-reimbursable handling fee but including any applicable taxes or charges) shall be as follows:

Sum in Dispute (in Euros)	Maximum contribution (in Euros)
up to 5,000	1,000
from 5,001 to 20,000	2,000
from 20,001 to 50,000	3,000
from 50,001 to 100,000	4,000
over 100,000	5,000

In case of multiple Claimants and/or Respondents, the maximum contribution is determined separately for each party according to the foregoing table on the basis of the relief sought by/against this party.

- 19.4. The sum in dispute shall be the aggregate amount of all claims (and counterclaims, if any) made in the arbitration. If a party seeks any relief other than an order for payment, the DR Secretariat shall determine in its discretion the sum in dispute attributable to such request for relief, and may adjust this during the arbitration, if necessary. If the sum in dispute changes during the arbitration, the relevant sum in dispute shall be the highest one. For the purposes of Article 9.4 and Article 13.1 only, the sum in dispute shall be determined separately for the claim and any counterclaim.

20. Legal Aid

- 20.1. Riot has established a legal aid fund (the “Fund”) to provide financial assistance to players and coaches who submit a Request for Arbitration to the DR but are lacking the financial means to pay the non-reimbursable handling fee (Article 9.4) and the Arbitrator’s fee (article 13.1). Any application for legal aid shall be filed together with the Request for Arbitration. Together with the application, the applicant shall submit all information and evidence that it would like to have considered. The DR Secretariat may, in its sole discretion, request further information or documentation.
- 20.2. Any application for legal aid may be granted only if and to the extent that, at the time of the decision on the application, the annual budget of the Fund has not yet been exhausted.
- 20.3. Subject to Article 20.2, the DR Secretariat shall grant an application for legal aid only if it considers, in its sole discretion, that all of the following requirements are met:
- There is no obvious lack of jurisdiction over the claims submitted by the applicant in its Request for Arbitration.
 - Those claims are neither vexatious nor obviously submitted in bad faith.
 - The amount in dispute deriving from the relevant party’s requests for relief does not exceed EUR 6,000.
 - The relevant party’s annual gross salary is less than EUR 30,000.
- 20.4. If the DR Secretariat considers, in its sole discretion, that the requirements of Article 20.3 are not met, it may nonetheless grant legal aid, subject to Article 20.2, if the DR Secretariat considers, in its sole discretion, that the circumstances so require.
- 20.5. If and to the extent that legal aid is granted, the non-reimbursable handling fee and the Arbitrator’s fee (to the extent not paid by the Respondent) shall be paid by the Fund. In such case, if the Respondent is ordered under Article 19.1 to bear the Arbitrator’s fee and/or to reimburse the non-reimbursable handling fee (in each case, fully or partially), the Respondent shall be ordered to pay the relevant amounts to the Fund rather than to the Claimant.

- 20.6. Any decisions by the DR Secretariat in relation to applications for legal aid are not subject to appeal.

21. Limitation of Liability

The DR Secretariat, its personnel and the Arbitrators of the DR cannot be held liable for any act or omission in connection with any arbitration hereunder except in cases of grossly negligent or willful acts or omissions.

22. Miscellaneous

- 22.1. These Rules enter into force on 1 January 2025 and are applicable to Requests for Arbitration received by the DR Secretariat on or after such date.
- 22.2. For the avoidance of doubt, any proceedings conducted by Riot (e.g., related to regulatory or disciplinary actions) are independent of and shall not affect, nor be affected by, proceedings conducted or awards rendered by the DR.