A Guide to the

DISPUTE RESOLUTION

FOR RIOT GAMES' ESPORTS (EMEA)

Dispute Resolution for Riot Games' Esports (EMEA) Procedure

The purpose of this user guide is to provide a straightforward summary of the procedure of the Dispute Resolution for Riot Games' Esports (EMEA) ("Dispute Resolution").

In case of any discrepancies between this document and the Arbitration Rules, the rulebook shall always prevail. For more detailed information, please refer to the Dispute Resolution for Riot Games' Esports (EMEA) Arbitration Rules ("Arbitration Rules").

The following information can be found on the Riot Games Esports Competitive Operations website:

- Dispute Resolution for Riot Games' Esports (EMEA) Arbitration Rules
- Request for Arbitration Template
- Awards
- List of Arbitrators
- Legal Aid Application
- Dispute Resolution Data Privacy Policy
- Frequently Asked Questions
- Global Esports Code of Conduct
- Arbitration Clause

Who can submit complaints?

The independent Dispute Resolution settles **any financial disputes** within EMEA's professional and semi-professional esports ecosystem between players, coaches and teams within League of Legends and Valorant between the following parties (art. 1.1, Arbitration Rules):

- ✅ Player or Coach v. Team (for example: outstanding salaries)
- ✅ Team v. Player or Coach (for example: breach of contract)
- ✅ Team v. Team (for example: dispute on a player's transfer fee)

The independent Dispute Resolution does **not** decide on the following issues:

- ❌ Disputes outside of EMEA and below Tier 2 esports ecosystem (e.g. Tier 3 & 4)
- ❌ Breaches of the Global Esports Code of Conduct
- ❌ Breaches of Riot Games' Rulebooks (for example: LEC Rulebook)
- ❌ Any other issues where Riot Games would investigate
- ❌ If Riot Games or its affiliates are involved in the dispute

Arbitration Clause

The Dispute Resolution only has jurisdiction to decide on a financial dispute if the parties have agreed to submit the dispute to the Dispute Resolution. Such agreement must be documented in writing. As such, the parties can include an **arbitration clause** in favour of the Dispute Resolution in their contract or, in the alternative, conclude a separate **arbitration agreement**.

It is recommended that parties wishing to refer their potential disputes to the Dispute Resolution use the following arbitration clause (Preamble, Arbitration Rules):

"*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]
[...]"

Costs for accessing the Dispute Resolution

There are two fees that the Parties must cover to use the Dispute Resolution for Riot Games' Esports (EMEA).

1

Upon submitting the Request for Arbitration, the **Claimant** is required to pay a **Non-reimbursable Handling Fee**. The amount is subject to the value in dispute payable and ranges from a minimum of EUR 500 to a maximum of EUR 4,000 (art. 9.4, Arbitration Rules) .

For more information, see section 'Handling Fee' below.

2

After the Request for Arbitration has been notified to the Respondent and an Arbitrator has been appointed to the case, both parties must pay in equal shares (unless the Arbitrator decides otherwise) the Arbitrator's fee. The amount of the Arbitrator's fee is subject to the value in dispute and ranges from a minimum of EUR 1,000 to a maximum of EUR 5,000 (art. 13, Arbitration Rules).

Fore more information, see section 'Arbitrator’s Fee’ below.

Dispute Resolution Procedure

1. Filing a Complaint (art. 9, Arbitration Rules)
2. Payment of Handling Fee & Legal Aid (art. 9.4, Arbitration Rules)
3. Appointment of the Arbitrator (art. 10, Arbitration Rules)
4. Payment of Arbitrator's Fee (art. 13, Arbitration Rules)
5. Filing of an Answer (art. 12, Arbitration Rules)
6. Procedure before the Arbitrator (art. 6; art. 7; art. 15, Arbitration Rules)
7. Award (art. 18, Arbitration Rules)
8. Enforcement (art. 4.2, Global Esports Code of Conduct)

1. Filing a Complaint

To file a complaint, fill out the template **Request for Arbitration** provided on the website (art. 9.2, Arbitration Rules).

The Request for Arbitration should include (art. 9.3, Arbitration Rules):

- **Names**, **postal addresses**, **phone numbers**, and **email addresses** of the Claimant, the Respondent, and their lawyers, if any;
- A **statement of all facts** and **legal arguments** on which the Claimant relies;
- Claimant's **request for relief**;
- A **copy of the contract containing the agreement to have the dispute decided by** the Dispute Resolution;
- All available **evidence**;
- Any request for a **hearing** and/or **the examination of a witness,** together with a **written witness statement signed by the witness;**
- Request for **Legal Aid** (if applicable).

Check whether the form is **complete**! Attention: as a default rule, no further submissions by the Claimant once the form has been filed.

The Request for Arbitration must be sent to the Secretariat's e-mail address **DR@martens.legal**

2. Handling Fee

Along with the Request for Arbitration, the Claimant shall pay a **non-reimbursable handling fee** (art. 9.4, Arbitration Rules) to the following bank account:

Beneficiary: Martens Rechtsanwaltsgesellschaft mbH
Bank: ODDO BHF Bank AG, Munich
IBAN: DE37 5002 0200 0055 0550 40
Swift: BHFBDEFF500XXX

The amount of the handling fee depends on the sum in dispute.

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

Example 1: If you're a player who claims an amount of EUR 8,000, you will need to pay a Handling Fee of EUR 1,000.

Example 2: If you are a team that claims an outstanding transfer fee of EUR 70,000 from another team, you will need to pay a Handling Fee of EUR 2,500.

2. Legal Aid Fund

The **Legal Aid Fund** provides financial assistance to players or coaches who do not have sufficient funds to **pay the non-reimbursable handling & arbitration costs.**

These costs will be covered if you are eligible to receive Legal Aid & you indicated it in the Request for Arbitration Form.

You are eligible to apply for Legal Aid if you have a:

Dispute Amount ≤ EUR 6,000 **&** **Annual salary ≤ EUR 30,000 gross**

Please note that Legal Aid is not guaranteed and is subject to availability, depending on whether the annual Legal Aid Fund has been exhausted.

3. Appointment of the Sole Arbitrator

- Arbitrations are handled by **a Sole Arbitrator appointed by the Secretariat** (art. 10.1, Arbitration Rules).
- After receiving the Request for Arbitration and the non-reimbursable handling fee, the Secretariat **will appoint the Sole Arbitrator** from the **published list of Dispute Resolution Arbitrators**.
- Before the arbitration begins, the Arbitrator must send a **written statement** to the Secretariat, confirming their **acceptance, independence and impartiality.**

4. Arbitrator's Fee

With the answer, the Secretariat also informs the parties about the amount and the time limit for the payment of the Arbitrator's Fee.

The parties must each pay an **equal share** (unless the Arbitrator decides otherwise) of the Arbitrator's fee, which depends on the sum in dispute (art. 13, Arbitration Rules), to the following bank account:

Beneficiary: Martens Rechtsanwaltsgesellschaft mbH
Bank: ODDO BHF Bank AG, Munich
IBAN: DE37 5002 0200 0055 0550 40
Swift: BHFBDEFF500XXX

Please note:

- If one party doesn't pay its share, the other party can pay it instead.
- The arbitration will not continue until the full fee is paid;
- The Secretariat may set a final deadline for payment; if the fee isn't paid by then, the Request for Arbitration will be considered withdrawn.
- Filing a counterclaim might require an extra fee, which will be decided by the Secretariat.

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

Example 1: If you're a player who claims an amount of EUR 8,000, you will need to pay an Arbitrator's Fee of EUR 2,000.

Example 2: If you are a team that claims an outstanding transfer fee of EUR 70,000 from another team, you will need to pay an Arbitrator's Fee of EUR 4,000.

5. Answer

After the appointment of the Arbitrator, the Secretariat shall send the **Request for Arbitration** to the **Respondent** and set a **deadline** for their Answer (art. 12, Arbitration Rules)

The Answer should include:

- **Any objection to** the Dispute Resolution's jurisdiction to decide the case;
- A statement of **all facts** and **legal arguments** on which the Respondent intends 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 what the Respondent is asking for;
- **All evidence** on which the Respondent intends to rely;
- **Any request** for a **hearing** and for the **examination of a witness**, together with a **written witness statement signed by the witness**.

Check whether Answer is **complete**. Attention! As a rule, no further submissions by Respondent.

6. Procedure before the Arbitrator

The Arbitrator will decide the **procedure for the arbitration entirely on their own** (art. 4.1, Arbitration Rules).

General rules of the process:

- The Arbitrator examines the legal arguments and requests parties to submit their summary of legal fees and expenses.
- The parties can be **assisted by a lawyer** or **any other person of their choice** (art. 6, Arbitration Rules).
- Any communication to and from the Dispute Resolution must go through the Secretariat. **Any communication must be made by email** (art. 7.1, Arbitration Rules).
- Hearings will happen **only if the Arbitrator**, after discussing with the parties, **decides to hold one**. All hearings will be private (art. 15.1, Arbitration Rules).
- The final Award will be signed by Arbitrator and distributed by email.
- The Secretariat closes the case.

7. Award

The Arbitrator will decide the dispute based on **fairness and equity** (***ex aequo et bono***) (art. 17, Arbitration Rules).

Award: The Arbitrator shall issue a **written award without reasons** (art. 18.1, Arbitration Rules).

- The awards are **final and binding** once the party receives them.
- The awards will be published on Riot Games Esports Competitive Operations website.
- If the parties reach a **settlement**, the Arbitrator can, upon request, **record it as an official award** (i.e. award by consent, art. 18.6, Arbitration Rules).

8. Enforcement

The Awards of the Dispute Resolution for Riot Games' Esports (EMEA) are **final and binding** and must be respected by the parties (art. 18.4, Arbitration Rules).

Non-Compliance with the Award:

- Sporting actions may be enforced by Riot Games Esports Compliance according to the Global Esports Code of Conduct; or
- Court enforcement by state courts under United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958)

For further questions please contact

DR@martens.legal