

## INTERGALACTIC GAMING GLOBAL COMPETITION RULES

### 1. INTRODUCTION

- 1.1 IG has implemented these Global Rules in recognition of the following principles:
  - 1.1.1 all Participants in Competitions are to be treated equally in an esports environment that is safe, fair and in a manner that is conducive to the enjoyment of esports and the Competitions;
  - 1.1.2 Competitions are to be contested on a level playing-field, with the outcome to be determined solely by the respective skills of the competing Participants; and
  - 1.1.3 it is in the clear interests of IG, the Competitions, Participants, and the wider esports community generally, that threats to the integrity, safety and reputation of esports are taken very seriously and addressed accordingly.
- 1.2 These Global Rules apply across all Competitions and will be supplemented by regulations that are specific to each Competition ("**Competition Regulations**"), which will address such matters as eligibility requirements (e.g. age, geographical location), technical/equipment requirements, gameplay settings, controller settings, qualification routes, competition structure, rules of play, the award of prizes, points or other benefits or achievements, and any other Competition-specific requirements. Competition Regulations can be found in the area of the Platform dedicated to the relevant Competition.
- 1.3 These Global Rules apply to Participants. For these purposes, a "**Participant**" is:
  - 1.3.1 any player who is participating in a Competition;
  - 1.3.2 any coach, trainer, manager, owner, official or any other person who is employed by, represents or is otherwise affiliated to a team that participates in a Competition;
  - 1.3.3 any IG Official; and/or
  - 1.3.4 any other person who from time to time is engaged directly or indirectly in any activity that is authorised, organised, sanctioned, recognised or supported in any way by IG in relation to a Competition.
- 1.4 Each Participant is automatically bound by these Global Rules as soon as he/she becomes a Participant. From that point, he/she shall be deemed to have agreed:
  - 1.4.1 to abide by, and not breach, these Global Rules;
  - 1.4.2 that it is his/her personal responsibility to familiarise him/herself with all of the requirements of these Global Rules, and to comply with those requirements (where applicable); and
  - 1.4.3 to submit to the jurisdiction of IG to investigate apparent or suspected breaches of these Global Rules.
- 1.5 The definitions and rules of interpretation set out in Annex 1 shall apply to these Global Rules (in addition to any definitions set out elsewhere in these Global Rules).
- 1.6 These Global Rules apply to your participation in a Competition and are in addition to the Platform Terms and, to the extent applicable, any Team Participation Agreement, with which Participants must also comply.

### SECTION A – CODE OF CONDUCT

#### 2. CODE OF CONDUCT

- 2.1 All Participants are expected to conduct themselves in a manner that reflects positively on themselves, IG and the Competitions. In keeping with that basic expectation, all Participants shall:

- 2.1.1 compete in Competitions in the spirit of fair play;
- 2.1.2 conduct themselves in a reasonable manner;
- 2.1.3 participate in Competitions to the best of their ability;
- 2.1.4 respect the decisions of IG and IG Officials;
- 2.1.5 abide by, and not breach, any Competition Regulations;
- 2.1.6 provide any co-operation that IG or IG Officials may from time to time request or require;
- 2.1.7 not intentionally delay or slow gameplay in any improper manner (for example by stalling, interrupting network connectivity or howsoever otherwise tampering with gameplay);
- 2.1.8 not intentionally disconnect during any Match;
- 2.1.9 not intentionally use any bugs, glitches or errors in any Match, or use any other software or equipment designed or otherwise in a manner intended to cheat or otherwise unfairly influence the results of any Match;
- 2.1.10 not engage in any form of spamming, raiding or hijacking;
- 2.1.11 not post or threaten to post other people's personal information;
- 2.1.12 not engage in any other form of disorderly behaviour, including the use of negative or profane language online and the use of distracting noises during gameplay;
- 2.1.13 not engage in any improper acts or make improper comments that are directly or indirectly discriminatory or otherwise offensive by reason of, or by direct or indirect reference to: gender, sexual orientation, race, nationality, ethnic origin, colour, religious belief (or lack thereof), political belief (or lack thereof), and/or disability;
- 2.1.14 not engage in any conduct or behaviour (including making any comment whether online or offline) that attacks, disparages or criticises IG, the Competitions (or any of them), other Participants, supporters/spectators and/or any IG Partner; and
- 2.1.15 not engage, or attempt or threaten to engage, in any other form of conduct or behaviour that detracts or brings into disrepute, or has the potential to detract or bring into disrepute, IG, any IG Partner, a Competition or esports generally.

## **SECTION B – INTEGRITY AND WELFARE**

### **3. CHEATING AND ANTI-CORRUPTION**

- 3.1 Each of the following, when committed or attempted by a Participant (whether directly or indirectly through any third party), will constitute a breach of these Global Rules:
  - 3.1.1 Cheating in relation to any aspect of a Competition.
  - 3.1.2 Betting in relation to any aspect of a Competition, whether or not the Participant is directly participating in that Competition;
  - 3.1.3 Manipulation, being an intentional arrangement, act or omission aimed at an improper alteration of the result or the course of any Competition in order to remove all or part of the unpredictable nature of gameplay with a view to obtaining an undue Benefit for oneself or for others. This includes 'match-fixing' and 'spot-fixing';
  - 3.1.4 Providing, requesting, receiving, seeking, or accepting a Benefit related to the manipulation of a Competition or any other form of corruption. Without limiting the generality of the foregoing, this includes:

- (a) fixing or contriving in any way or otherwise improperly influencing (or being a party to the fixing, contriving or other improper influencing of) the result, progress, outcome, conduct or any other aspect of a Competition;
- (b) ensuring the occurrence of a particular incident in a Competition, which occurrence is to the Participant's knowledge the subject of a Bet and for which the Participant or another person expects to receive or has received a Benefit;
- (c) failing to perform to the best of one's abilities in a Competition, in return for a Benefit or the expectation of a Benefit (irrespective of whether such Benefit is in fact given or received) or further to another agreement with a third party;
- (d) seeking, accepting, offering, or agreeing to accept or offer, a bribe or other Benefit to fix or contrive in any way or otherwise to influence improperly the result, progress, outcome, conduct or any other aspect of a Competition (irrespective of whether such bribe or other Benefit is in fact given or received); and/or
- (e) providing, offering, giving, requesting or receiving any Benefit in circumstances that the Participant knew or should have known could undermine public confidence in the integrity of a Competition or esports generally (irrespective of whether such gift or other Benefit is in fact given or received); and/or

3.1.5 Inside Information:

- (a) using Inside Information for the purposes of Betting, manipulating Competitions or any other corrupt purposes, whether such use is by the Participant or via another person and/or entity;
- (b) disclosing Inside Information to any person and/or entity (whether for Benefit, or not) where the Participant knew or should have known that such disclosure might lead to the information being used for the purposes of Betting, manipulating Competitions or any other corrupt purposes; or
- (c) giving and/or receiving a Benefit for the provision of Inside Information regardless of whether any Inside Information is actually provided. Committing any act not otherwise prohibited under these Global Rules that amounts to a breach of any applicable criminal or other law or regulation where such breach could undermine public confidence in the integrity of a Competition or esports generally.

3.2 The following matters are not relevant to the determination of a breach of Rule 3.1:

- 3.2.1 whether or not the Participant actually participated, or was assisting a Participant who participated, in the specific Competition in question;
- 3.2.2 the outcome of the Competition (or any part of the Competition) on which the Bet was made;
- 3.2.3 whether or not any Benefit or other consideration was actually given or received;
- 3.2.4 the nature or outcome of any Bet in issue;
- 3.2.5 whether or not the Participant's efforts or performance (if any) in any Competition in issue were (or could be expected to be) affected by the act(s) or omission(s) in question;
- 3.2.6 whether or not the result or any other aspect of the Competition in issue was (or could have been expected to be) affected by the act(s) or omission(s) in question; and

- 3.2.7 whether or not the manipulation of any Competition or other corrupt conduct included a violation of a merely technical rule.

#### **4. WELFARE**

There is no place in any Competition for those who intentionally harm or abuse others: no Participant may engage, or attempt or threaten to engage, in any conduct that harms, or has the potential to harm, one or more individuals. Any such conduct will be treated especially seriously, particularly where such conduct affects Young Persons and/or Adults at Risk.

(Note: Further information in respect to welfare and the purpose and interpretation of this Rule 4 can be found at Annex 2 to these Global Rules. Serious breaches of Rules 2 or 3 may additionally or alternatively be addressed as a breach of this Rule 4).

#### **5. ANTI-DOPING**

There is no place in any Competition for the misuse of drugs in order to enhance esports performance. IG may introduce anti-doping rules generally and/or in relation to any Competition.

### **SECTION C – DEALING WITH SUSPECTED BREACHES OF THESE GLOBAL RULES**

#### **6. REPORTING BREACHES OF THESE GLOBAL RULES**

Information that suggests that a Participant might have breached these Global Rules may be sent to IG by email to [competitions@iggalaxy.com](mailto:competitions@iggalaxy.com).

#### **7. IG'S POWERS OF INVESTIGATION**

- 7.1 Where information (from any source) gives IG reasonable ground(s) to suspect that a Participant might have engaged in conduct that would constitute a breach of these Global Rules, IG will be entitled to investigate the matter.

- 7.2 In relation to any investigation commenced under these Global Rules, IG may:

- 7.2.1 investigate the matter itself; and/or
- 7.2.2 appoint others to assist in relation to its investigation or investigate the matter on its behalf.

- 7.3 In relation to any investigation commenced under these Global Rules, IG (or its appointee) may require any Participant (and request other parties) to:

- 7.3.1 attend to answer and provide information and/or answer questions by way of interview (remotely or in person);
- 7.3.2 produce documents, information or other material in whatever form held;
- 7.3.3 (in cases where there is reason to suspect that a Participant may represent a risk to others) undertake a risk assessment by a suitably qualified person appointed by IG in such form as IG, at its discretion, considers appropriate; and
- 7.3.4 take any other steps as might be required to further or assist the investigation.

#### **8. PROVISIONAL SUSPENSION**

- 8.1 At any point in time where IG has reasonable ground(s) to suspect that a Participant has committed a serious breach of these Global Rules and, in continuing their activities as a Participant:

- 8.1.1 he/she would represent a material risk of harm to others; and/or
- 8.1.2 he/she would jeopardise the integrity or standing of IG or any Competition,

IG may Provisionally Suspend that Participant, for such duration, and on such terms and conditions as it considers appropriate.

## **9. SUMMARY DISQUALIFICATION FOR BREACHES OF CODE OF CONDUCT**

In the event of a breach of Rule 2, IG may at its discretion summarily disqualify any Participant from the Competition to which the breach relates. Such disqualification shall be without prejudice to any further action (if any) under Rules 10 and 11.

## **10. NOTICE OF CHARGE**

10.1 If, at the conclusion of an investigation commenced under these Global Rules, IG concludes that the Participant under investigation has a case to answer for a breach these Global Rules, IG will send written notice of charge to that Participant ("**Notice of Charge**"):

- 10.1.1 confirming that a charge is being issued against him/her under these Global Rules;
- 10.1.2 detailing the facts and evidence on which the charge is based;
- 10.1.3 detailing the terms and conditions of any Provisional Suspension (if not already imposed);
- 10.1.4 specifying any sanction(s) and/or risk management measure(s) IG considers appropriate; and
- 10.1.5 requiring his or her written response to the charge within a time specified by IG (which should be 14 days unless, in the opinion of IG, circumstances call for a shorter or longer period of time).

10.2 The Participant may:

- 10.2.1 admit the offence charged and accede to the proposed sanction(s) and/or risk management measure(s) specified in the Notice of Charge;
- 10.2.2 admit the offence charged but dispute the proposed sanction(s) and/or risk management measure(s) specified in the Notice of Charge; or
- 10.2.3 deny the offence charged, setting out the basis of the denial and providing any supporting evidence in his/her defence.

10.3 Following receipt of the Participant's response to the Notice of Charge, or in the event that no response is received within the time period specified in the Notice of Charge, IG will consider the matter on the available evidence and determine whether, on the balance of probability, a breach of these Global Rules has occurred and, if so, what sanction(s) is (are) appropriate.

## **11. SANCTIONS**

11.1 In the event that IG concludes that a breach of these Global Rules has been committed, it may impose such proportionate sanction(s) and/or risk management measure(s) as it sees fit, including (without limitation) any one or more of the following:

- 11.1.1 a warning as to future conduct;
- 11.1.2 a reprimand;
- 11.1.3 an order requiring a Participant to undertake specific training;
- 11.1.4 an order requiring a Participant to be monitored in specific matters;
- 11.1.5 compensation payments to any person affected by the offending conduct in such amount as IG deems appropriate;
- 11.1.6 a fine in such amount as IG deems appropriate;

- 11.1.7 disqualification from any Competition affected by the offending conduct, including the forfeiture of any prizes, points or other benefits or achievements;
  - 11.1.8 a period of Ineligibility of such duration and on such terms and conditions as IG considers appropriate (up to and including indefinite Ineligibility); and
  - 11.1.9 publication of the sanction(s) and/or risk management measure(s), along with the reasons for it.
- 11.2 In determining the appropriate sanction(s) and/or risk management measure(s), IG shall take into account the seriousness of the offence, the context of the particular situation, and whether the conduct in question was deliberate, reckless, and/or negligent, and IG may also take into account such mitigating or aggravating factors it considers relevant and appropriate.
- 11.3 No Participant who is declared Ineligible may, during the period of Ineligibility, play, coach, officiate or otherwise participate or be involved in any capacity in any activity (other than authorised education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by IG.
- 11.4 IG may (in its discretion) recognise and give effect to sanctions and risk management measures (or equivalent sanctions or measures) imposed by other esports organisations.

## **12. RIGHT OF REVIEW**

- 12.1 In the event that a Participant is sanctioned to a fine greater than £500 or a period of Ineligibility longer than 4 weeks he or she may request a review of IG's decision to be conducted by an Independent Reviewer.
- 12.2 The Independent Reviewer shall be agreed between the parties or (in the absence of agreement) appointed by Sport Resolutions UK, and the process to be followed in respect to the review will be determined by the Independent Reviewer in his/her discretion.
- 12.3 The only grounds for review shall be: (a) that IG misinterpreted or failed to comply with the law relevant to its decision (including these Global Rules), and/or (b) that IG came to a decision to which no reasonable esports organisation could have come to.
- 12.4 In the event that a Participant successfully challenges IG's decision by way of review (in whole or in part), the Independent Reviewer shall remit the decision back to IG, along with a recommendation as to an appropriate course of action and/or a range of appropriate sanctions/risk management measures.
- 12.5 The costs of the Independent Reviewer will be borne by the Participant, unless the Independent Reviewer concludes that the Participant should face no sanction, in which case those costs will be borne by IG.

## **SECTION D – MISCELLANEOUS**

### **13. COMMERCIAL RIGHTS**

- 13.1 Each Participant acknowledges and agrees that:
- 13.1.1 IG is, as between the Participant and IG, the sole owner of the Commercial Rights;
  - 13.1.2 except as otherwise agreed in writing between the Participant and IG, the Participant is not entitled to exploit any of the Commercial Rights;
  - 13.1.3 the Participant shall not do or permit anything to be done which might adversely affect the rights of IG in or to any of the Commercial Rights or the value of the Commercial Rights; and
  - 13.1.4 IG may exploit, and authorise others to exploit, the Commercial Rights as it sees fit in its sole discretion.

## **14. GENERAL**

- 14.1 These Global Rules are to be interpreted and applied by reference to their purposes as set out at Rule 1. Such interpretation and application shall take precedence over any strict legal or technical interpretations that may otherwise be proposed.
- 14.2 In the event that any incident or other matter occurs that is not provided for in these Global Rules (whether it relates to conduct, jurisdiction, investigation, procedure, sanction or otherwise), then IG or any other relevant decision-maker may take such action as considered appropriate in the circumstances, taking into account the specific circumstances of the individual case and fairness.
- 14.3 Minor practical or technical points will not serve to invalidate the procedure or any decisions or findings made under these Global Rules, so long as fairness is not infringed.
- 14.4 Save to the extent that disclosure and/or publication is provided for in these Global Rules, or is otherwise in accordance with the law, all matters considered under these Global Rules, will, so far as practicable, be regarded as confidential and used only for the purposes of these Global Rules.
- 14.5 These Global Rules are governed by English law. Without prejudice to the provisions of Section C, any dispute arising out of or in connection with these Global Rules (whether contractual or non-contractual), including any question regarding their existence or validity, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 14.5, provided that nothing shall prevent a party from seeking injunctive or other interlocutory relief from court (or a consumer (i.e. someone acting wholly or mainly outside of their trade, business, craft or profession) who is resident in a European Union member state from bringing legal proceedings in respect of these Global Rules in the courts of that member state). In respect of such arbitration:
  - 14.5.1 the number of arbitrators shall be one;
  - 14.5.2 the seat, or legal place, of arbitration shall be London, United Kingdom; and
  - 14.5.3 the language to be used in the arbitral proceedings shall be English.
- 14.6 If any part of these Global Rules is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of these Global Rules will remain in full force and effect.
- 14.7 In the event of any conflict between the terms of these Global Rules and any Competition Regulations, the latter shall prevail.
- 14.8 Neither IG, nor any person employed by or appointed to assist IG, will be liable to any party for any act or omission unless it is actuated by malice or bad faith.
- 14.9 These Global Rules shall come into effect on the Effective Date. IG may amend these Global Rules from time to time. Such amendments will come into effect on a date specified by IG.

## ANNEX 1 – DEFINITIONS AND INTERPRETATION

1. In these Global Rules, the following terms shall have the following meanings:

**Adult at Risk** means any person aged 18 years or over who is, or may be, unable to take care of him/herself or who is unable to protect him/herself against significant harm or exploitation by reason of a mental health problem, a disability, a sensory impairment or some other form of illness or disease (or more than one of them);

**Benefit** means the direct or indirect receipt or provision of money or the equivalent for himself or his immediate family (being a partner/spouse, parent, sibling, child or dependant) such as, but not limited to bribes, gains, gifts and other advantages including, without limitation, winnings and/or potential winnings as a result of a wager; the foregoing will not include official prize money, appearance fees or payments to be made under sponsorship or other similar contracts;

**Betting** means any wager of a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to any Competition;

**Cheating** means engaging in any conduct that results in an improper and unfair advantage at the expense of other Participants. Such conduct includes, but is not limited to, the use of cheats, hacks or other third party "helper" applications;

**Commercial Rights** means any and all rights of a commercial nature connected with IG, the Platform and/or the Competitions, including broadcasting rights, ticketing, new media rights, sponsorship, merchandising, licensing and advertising rights;

**Competition** means any esports competition organised or sanctioned by IG from time to time;

**Competition Regulations** has the meaning given in Rule 1.2;

**Effective Date** means 21 January 2019;

**Global Rules** means these IG Global Competition Rules promulgated by IG on the Effective Date;

**IG** means Intergalactic Gaming Ltd of Work.Life, Brown Street, Manchester, United Kingdom, M2 1DH (Registered Number 10949886);

**IG Official** means each person serving in any official capacity on behalf of IG, including IG management and staff and any umpires, referees, judges, timekeepers, scorers or other officials appointed for the purposes of any Competition;

**IG Partner** means any sponsor, supplier, licensee or other licensee of any of the Commercial Rights as appointed from time to time by IG;

**Independent Reviewer** means an independent solicitor or barrister with no fewer than eight years' relevant experience in sports/esports regulatory matters;

**Ineligibility** means the Participant being barred for a specified period of time from participation in the Competitions, as set out more specifically in Rule 11.3;

**Inside Information** means any information that a Participant possesses by virtue of his/her position as a Participant. For example, such information includes (but is not limited to) factual information regarding any team of which he is a part, tactical considerations or any other aspect of a Competition. It does not include any information that is already published or a matter of



public record and that may be readily acquired by an interested member of the public, or that has been disclosed according to the rules and regulations governing the relevant Competition.

**Match** means any match that takes place as part of a Competition;

**Notice of Charge** has the meaning given in Rule 10.1;

**Participants** has the meaning given in Rule 1.3.

**Platform** means the esports platform known as 'Intergalactic Gaming' (currently available at [www.iggalaxy.com](http://www.iggalaxy.com) that is operated by IG;

**Platform Terms** means the terms of use the Platform, currently available [here](#), as updated by IG from time to time;

**Provisional Suspension** means the Participant being temporarily barred from participating in Competitions, as set out more specifically in Rule 8;

**Team Participation Agreement** means any agreement between IG and an esports team setting out further terms and conditions under which the team (and its players) may use the Platform and participation in Competitions; and

**Young Person** means any person under the age of 18 years.

2. In these Global Rules (save where the context requires otherwise):

- 2.1 the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa;
- 2.2 references to persons shall include bodies corporate, unincorporated associations, partnerships and individuals;
- 2.3 headings are for the purposes of convenience only and do not form part of and shall not affect the construction of this Agreement;
- 2.4 "in writing" includes email unless expressly stated otherwise;
- 2.5 references to any statutory provisions or regulations shall be deemed to include any amendment, replacement or re-enactment for the time being in force; and
- 2.6 any phrase introduced by the terms "including", "include", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **ANNEX 2 – WELFARE**

The content of this Annex is intended to aid and inform the understanding and interpretation of Rule 4 (Welfare).

### **1. HARM**

- 1.1 'Harm' is not a narrow concept and can mean different things in different contexts. However, in general terms for the purposes of these Global Rules, it may be considered as the ill-treatment of another or the impairment of another's health or welfare (including their physical and mental wellbeing). Furthermore, in considering 'harm' the circumstances of the person said to be harmed are relevant - conduct that might not 'harm' one individual might harm another.
- 1.2 In considering the 'risk' of harm for the purposes of Rule 4, it is not necessary for conduct, or attempted or threatened conduct, to take place in the context of a Competition. For example (and without limitation), in the event that a Participant is arrested, cautioned, charged or convicted in respect to an offence that concerns harm to one or more Young Persons or Adults at Risk (whether or not in the context of esports) that may form the basis of action under these Global Rules.
- 1.3 Whether or not harm has occurred, or the risk of harm exists, will therefore be a fact-specific analysis.

### **2. ABUSE**

- 2.1 The following sets out non-exhaustive examples of conduct might constitute abuse resulting in 'harm':
  - (a) Physical abuse  
  
Physical abuse involves any conduct that causes physical (bodily) harm.
  - (b) Emotional abuse  
  
Emotional abuse is persistent emotional ill-treatment such as to cause severe and persistent adverse effects on someone's emotional development. It may involve, by way of examples:
    - (i) conveying to someone that he/she is worthless, inadequate, or valued only insofar as they meet the needs of another person;
    - (ii) not giving someone an opportunity to express his/her views, deliberately silencing him/her or 'making fun' of what he/she says or how they communicate;
    - (iii) preventing someone from participating in normal social interaction;
    - (iv) the exploitation or corruption of another person.
  - (c) Sexual abuse  
  
Sexual abuse involves forcing or enticing someone to take part in sexual activities against their will (or because they are incapable of providing proper consent), whether or not that other person is aware of what is happening.