

TRANSFER REGULATIONS

CONTENTS

1.	Transfer Periods	2
2.	Transfer Criteria	3
3.	Transfer Process	3
4.	Transfer Approval	4
5.	Loan of Players	5
6.	Anti-Tampering	5
7.	Definitions	6

1. **TRANSFER PERIODS**

- 1.1. Each Team shall submit to the League Administrator its final roster of five active Players (the term “Player” as defined below) participating in the pertinent Season of the League together with up to three (3) Substitutes (as defined below) and only one (1) Coach by 5pm EST on the date that is 21 calendar days before the start of the upcoming Season (the “**Roster Submission Deadline**”). Each Team shall publicly announce its Player Roster no later than seven (7) days prior to the first scheduled match of the League for the Season. If a Team fails for any reason to announce its Player Roster by such date, then the League retains the right to publish said Player Roster through its own marketing activations promoting the League. A Coach may be treated as a Substitute if so designated in the Substitutes notice. A Substitute may be introduced as an active Player by a Team at any stage of the Season for any reason in place of one of the existing Players on said squad. Introducing a Substitute shall not be considered a Transfer under the terms and conditions of these Transfer Regulations. No Player Roster shall, at any point in time, consist of more than five active Players plus three Substitutes and one Coach. Notwithstanding any other rules hereunder, no Player may be an active Player on both the Team and any other CS:GO squad (including, but not limited to, any ESEA team (e.g. a team competing in the ESEA league that leads into the Pro League (currently known as the Mountain Dew League) or any other ESEA league, or academy team). As such, a Player that is moved up from an academy team or ESEA team shall be considered a Transfer.
- 1.2. Players may only be “Transferred” (as defined below) during the “Transfer Window” (as defined below) and/or during the Season in accordance with the provisions set out in these Transfer Regulations.
- 1.3. The Transfer Window commences at 9:00am EST after the League finals and ends at 5pm EST on the date that is 21 calendar days before the start of the next Season (or such later date as designated by the League Administrator in a timely official announcement to all participants, but in all events not later than 5 calendar days before the start of the next Season) (“**Transfer Window**”).
- 1.4. During the Transfer Window, there are no limits on the number of Players any Team may Transfer to or from its squad (subject at all times to the other provisions of these Transfer Regulations).
- 1.5. Outside the Transfer Window, Teams are only allowed to Transfer up to a maximum of two (2) new Players to its squad. A Player cannot be Transferred onto a squad before the Transfer Window reopens, if that Player has already played for another team. Moving between a Pro League Team and that Team’s ESEA team (if any) shall be deemed two Teams.
- 1.6. No Players may be Transferred (whether or not such players are Free Agents) after the “Trade Deadline.” The “**Trade Deadline**” shall be 5pm EST on the date that is three calendar days after the last scheduled match day of the regular Season.

- 1.7. In the event of extraordinary circumstances, a Team can petition the League Administrator for a Transfer that otherwise would be prohibited by these Transfer Regulations (an “**Emergency Transfer**”). An Emergency Transfer can be granted (or rejected) in the League Administrator’s or Executive Board’s sole discretion after reviewing each case individually. The League Administrator (or Executive Board, as the case may be) shall have the right to impose other restrictions or conditions as it sees fit in light of the circumstances of said emergency; provided that in all cases, unless otherwise agreed to by the League Administrator, no Team at any time shall have more than two Players that were not part of the Player Roster at the beginning of the Season. The Team requesting the Emergency Transfer shall furnish to the League Administrator (and/or the Executive Board) all pertinent information concerning the circumstances of the emergency requested and/or that may be necessary in order for the League Administrator to fully consider the request.
- 1.8. Any Team who has a Player contract or contracts in effect on or before December 1, 2017 and said contract(s) is(are) due to and does expire under its terms as of said December 1, 2017 date outside of the Transfer Window and after the Trade Deadline, and Team does not enter into a new or modified contract with said Player(s) such that said Player(s) must leave the Team, then, on a one time only basis, the Team shall be entitled to secure a new Player or Players, as the case may be, solely to replace the particular Player(s) at issue, without being deemed in violation of these Transfer Regulations.

2. **TRANSFER CRITERIA**

- 2.1. A fully-executed agreement between the Team and the Player must be entered into in order for the Player to be considered part of, and added up to, a Team’s Player Roster. A Player may only be engaged by one Team at a time during a Season, i.e. a Player is not allowed to have a contract simultaneously with two or more Teams, whether written or oral, during the pertinent Season (except in the case of a permitted loan under these regulations).
- 2.2. Teams are free to draft the content and duration of their contracts with Players; provided that, for any Player contract entered into after the date these Transfer Regulations take effect, the termination date for said contract shall be either June 30th or December 31st.
- 2.3. The Executive Board shall provide Standard Terms and Conditions for Player Contracts which shall be implemented by the Teams. In the event of any conflict between any Team-Player contract and the Standard Terms and Conditions for Player Contracts, the Standard Terms and Conditions for Player Contracts shall control.

3. **TRANSFER PROCESS**

For Transferring a Player, the following process must be followed:

- 3.1. If a Team is desirous to Transfer in a Player that is not a Free Agent, (a) the Team from which the Player is to be Transferred from must be informed prior to any direct or indirect contact with the Player and (b) an agreement between the two pertinent Teams specifying all of the material terms and conditions for said Transfer must be reached, reduced to writing and signed.
- 3.2. If a Team is desirous to Transfer in a Player that is a Free Agent, (a) the Team from which the Player is to be Transferred (if any) need not be informed prior to any direct or indirect contact with the Player and (b) an agreement between the Team and said Player specifying all of the material terms and conditions for said Transfer must be reached, reduced to writing and signed.
- 3.3. In the event the League Administrator has a good faith question regarding whether a given pending Transfer may be, or a completed Transfer was made, in violation of these regulations, the material details of the Transfer (including but not limited to the name of the Player, the duration of the contract, the Player's contract(s) and any other pertinent terms or conditions associated with said Transfer), must be presented to the League Administrator for its review and approval. The League Administrator shall keep said agreement and other material details of the Transfer confidential as part of its (and/or the Executive Board's) review.
- 3.4. Upon request, the Team from which the Player is to be Transferred shall give evidence to the League Administrator that the former contract of the Player ended.
- 3.5. For any contract entered into after the date these Transfer Regulations take effect, no rights of first refusal or matching rights shall be contained in any Player-Team contracts unless it is pursuant to and in compliance with the WESA-approved contractual language for rights of first refusal/matching rights as set forth in the Standard Terms and Conditions for Player Contracts.
- 3.6. Teams may rely on the Player Roster Database to ascertain whether a Player is or is not a Free Agent, provided that in the event of any disagreement as to a Player's status, the final determination shall rest with the Executive Board. Misrepresenting a Player's contractual status within the Player Roster Database shall be a sanctionable offense, including up to termination of the license to participate in the League.

4. TRANSFER APPROVAL

- 4.1. The Transfer of a Player shall come into effect upon (i) notifying the League Administrator of the Transfer in writing together with an updated Team sheet and receiving approval of the League Administrator (not to be unreasonably withheld); and (ii) the adding up of the Player by the new Team to the Player Roster Database.
- 4.2. The League Administrator shall endeavor to furnish its approval or rejection of any proposed Transfer within five (5) business days after receipt of the written request; provided that if a Team requires a decision sooner so as to not interrupt scheduled

matches, the Team shall so indicate as part of its request, and the League Administrator shall endeavor to provide such decision as soon as reasonably practicable.

- 4.3. Notwithstanding anything else contained herein or elsewhere, the League may reject any Transfer, in which case the Player or Players at issue may not be Transferred to another Team if:
- the League Administrator or the Executive Board determines in its sole discretion that the proposed Transfer would be in violation of any provision(s) of these Transfer Regulations unless the parties cure any such violation (if curable) within 10 days after being advised of what provision(s) the proposed Transfer violates;
 - the Transfer has not been fully or accurately specified to the League Administrator; or
 - the competitive balance of the League would otherwise be seriously disturbed which shall be at the sole discretion of the Executive Board; provided that the rationale for the Executive Board's decision shall be furnished to the effected parties promptly upon request therefore.

5. LOAN OF PLAYERS

No Player may be loaned to another Team except as expressly provided for herein. A Player may be loaned from one Team to another; provided that (a) said loan shall count as a Transfer, (b) said loan shall be for the balance of the entire Season (i.e., said Player shall not be permitted to return to his/her original Team for the duration of the Season in which he/she is loaned out); (c) no loans shall take place after the Trade Deadline; and (d) the loan shall be for the Team's CS:GO squad for all CS:GO competitions in which such Team participates, not just the League. Notwithstanding the foregoing, nothing herein shall prevent Players from being loaned on a temporary basis for participating in nationality-based competitions (e.g., the Olympics) provided that said competition does not interfere in any way with said Player(s) from fulfilling all of his/her obligations and competing in all of the matches required by the League when, where and as scheduled by the League.

6. ANTI-TAMPERING

- 6.1. No Player, owner, manager or member of a Team shall directly or indirectly, (i) entice, induce, persuade, or attempt to entice, induce or persuade, any Player who is not a Free Agent to enter into negotiations for or relating to his or her services to play in the League or negotiate or contract for such services or (ii) otherwise interfere with any such relationship between the Player and his or her Team (hereinafter collectively "**Tampering**"). At the time a Team indicates interest in securing a non-Free Agent Player's services through the Player Roster Database, (i) if that Player has six months or less remaining on his/her contract with his/her current Team but is still not a Free Agent, then that Player shall be

given concurrent notice of such expression of interest through the email address provided by such player and entered into said Player Roster Database; provided that only the name of the team that has so expressed interest shall be revealed and no other information or communication shall take place directly or indirectly between the Player and the other Team, or (ii) if that Player has more than six months remaining on his/her contract with his/her current Team, then that Player need not be given concurrent notice of such expression of interest but may, if permitted by his/her current Team be notified by either his/her current Team or by the new Team through the email address provided by such player and entered into said Player Roster Database; provided that only the name of the Team that has so expressed interest shall be revealed and no other information or communication shall take place directly or indirectly between the Player and the other Team.

- 6.2. A Player shall be deemed a “**Free Agent**” and designated as such on the Player Roster Database either (i) on the date that is eight (8) weeks prior to the day his or her contract is scheduled to expire with his/her current Team, or (ii) at any time before if mutually agreed between the Player and the Team. The pertinent Team shall (a) enter the contractual details called for in the Player Roster Database and (b) notify the League Administrator seven (7) days before the date under Sec. 6.2 (i) that he/she should be designated a Free Agent. It shall be the responsibility of each Team to keep the Player Roster Database updated with the most current contractual information for each Player on its roster and for adding any Player to its roster at the time of any Transfer or other change to its roster.
- 6.3. In the event that a Team and one of its Players have agreed on the prolongation of the Player’s contract before its expiration, the Team shall (a) immediately update the Player Roster Database, and (b) provide prompt written notice to the League Administrator thereof. Any Team signing a Free Agent shall (a) immediately update the Player Roster Database to reflect said signing, and (b) provide prompt written notice to the League Administrator thereof.
- 6.4. The failure to input a Team’s roster into the Player Roster Database or to keep that data current and accurate will result in the presumption that the player(s) so affected shall be presumed to be Free Agent(s). The Player Transfer Database shall identify both the Transfer Window and the Trade Deadline; provided that in the event of any dispute over the window or deadline, the Executive Board shall make the final determination.
- 6.5. No Team or Player shall rely on any other source to ascertain free agency other than the Player Roster Database.

7. DEFINITIONS

Capitalized words shall have the meaning as described in these Transfer Regulations. For the purpose of these Transfer Regulations, the terms set out below

are defined as follows:

- "**League**" shall mean the professional CS:GO league established, promoted, operated and/or hosted by WESA (currently referred to as the ESL Pro League) and any successor thereto;
- "**League Administrator**" shall mean those persons designated and directed by the Executive Board to operate the League on its behalf;
- "**Players**" shall collectively mean players (including Substitutes) from Teams, Non-Member Squads, or players not being part of any Team that are otherwise eligible to compete in the League. A Coach shall be considered a Player if he/she has been also listed as a Substitute, and all Players, in order to be eligible to compete in the Pro League, must meet the eligibility requirements of the League, including, but not limited to, the age requirements set forth in the WESA Regulations;
- "**Player Roster**" shall mean the five Players designated by the Team as their starting roster and up to three Substitutes;
- "**Coach**" shall mean the person designated by the Team to assist and direct the players during the matches. Teams shall not have more than one Coach present as part of any League matches;
- "**Player Roster Database**" shall mean the database maintained and operated by WESA listing all current Players, together with the details of the duration of their contracts, their ages, nationalities, and other pertinent details;
- "**Executive Board**" shall mean the Executive Board of WESA in the meaning of the Articles of Association of WESA;
- "**Non-Member Squads**" shall mean teams that are licensed to participate in the League(s) without being a member of the WESA;
- "**Season**" shall mean the regular season and the season finals of the League, including finals and relegation, as set out by the Executive Board in accordance with the applicable Rulebook;
- "**Substitute**" shall mean a player (i) under exclusive contract to the Team for CS:GO and/or (ii) so designated to the League as one of the Team's three Substitutes for the given Season as required by Section 1.8 above (provided that a Substitute may not be a Coach for, or member of the Player Roster of, any other Team in the League);
- "**Team**" shall mean teams that are members of the WESA and Non-Member Squads;
- "**Transfer**" shall mean any acquisition of a Player, whether through signing, trade or loan, that was not on the original Player Roster submitted to the League Administrator by the Roster Submission Deadline;

- "WESA" shall mean the World Esports Association.
- "**WESA Regulations**" shall mean all regulations and decrees governing the legal, financial and technical details of the operation of the League and other events of WESA as well as the rules of procedures. The WESA Regulations include, for example, rulebooks for specific game titles (each, a "**Rulebook**") and standard terms and conditions for Player contracts ("**Standard Terms and Conditions for Player Contracts**").