



Cycling Esports

Dispute Resolution Rules

Final Version – 30 March 2020

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**ZWIFT CYCLING ESPORTS DISPUTE RESOLUTION RULES
FOR ZWIFT ANTI-DOPING POLICY VIOLATIONS AND OTHER DISPUTES UNDER THE
ZWIFT CYCLING ESPORTS RULES AND REGULATIONS**

Effective as of 30/03/2020

NOTE TO READER: **These rules are drafted without regard to any situations where Zwift may partner with a National Governing Body or an International Federation such as UCI or others. These rules are intended to provide Dispute Resolution for decisions made within Zwift and its accompanying policies.**

Article 1 – Definitions

For the purposes of these Zwift Cycling Esports Dispute Resolution Rules (“Rules”), capitalized terms have the following meanings:

- (a) “Anti-Doping Policy” means the Zwift Anti-Doping Policy administered by the Zwift Cycling Esports Commissioner;
- (b) “Applicant” means a Person initiating Dispute Resolution under these Rules;
- (c) “Arbitrator” means an independent, impartial dispute resolution professional selected by McLaren Global Sport Solutions Inc. (“MGSS”) in accordance with qualifications determined by MGSS and its Chief Arbitrator;
- (d) “Chief Arbitrator” means the person designated by MGSS as Chief Arbitrator;
- (e) “Dispute Resolution” means a procedure prescribed by these rules;
- (f) “Minor” means an individual who has not reached the age of eighteen or age of legal majority where they live;
- (g) “Panel” means a panel of three Arbitrators;
- (h) “Party” or “Parties” means any Person participating in Dispute Resolution under these Rules;

- (i) “Person” means one or more natural persons and will include a racing team or other entity or legally incorporated entity or unincorporated association;
- (j) “President” means the Arbitrator appointed by the Chief Arbitrator where the arbitration is to be conducted by a Panel;
- (k) “Request” means a request made in accordance with these Rules to commence Dispute Resolution;
- (l) “Respondent” means the Party against which the Dispute Resolution is initiated;
- (m) “Violation” means contravention of the Zwift Cycling Esports Rules and Regulations, including the Anti-Doping Policy; and
- (n) “Zwift Cycling Esports Commissioner” means the person prescribed as such in the Zwift Cycling Esports Rules and Regulations.
- (o) “Performance Verification Board” means the entity prescribed as such in the Zwift Cycling Esports Rules and Regulations.

Article 2 – General Provisions

2.1 Introduction

The purpose of these Rules is to:

- (i) ensure fairness and integrity in all Zwift Cycling Esports events and series;
- (ii) protect against any efforts to impact improperly the results of any Zwift race;
- (iii) maintain a competitive balance; and
- (iv) establish a uniform rule and consistent scheme of Dispute Resolution applicable to all Zwift Cycling Esports events and series.

2.2 Administration

MGSS shall conduct the case management of individual cases and be the service provider and administrator for these Rules.

2.3 Use and Application of these Rules

These Rules are to be read and applied in conjunction with and consistent with the interpretation and application of the Zwift Cycling Esports Rules and Regulations and the Anti-Doping Policy.

2.4 List of Arbitrators

- (1) MGSS will establish, maintain and publish a list of Arbitrators selected by MGSS in conjunction with the Chief Arbitrator to hear and determine disputes under these Rules.
- (2) In establishing the list of Arbitrators, MGSS shall:
 - (a) designate individuals who, in the opinion of MGSS and the Chief Arbitrator, possess the appropriate training, expertise, and recognized competence with regard to sport, indoor training software and platforms, and alternative dispute resolution procedures;
 - (b) whenever possible, ensure world regional representation; and,
 - (c) appoint a Chief Arbitrator to perform the functions set forth in these Rules.

2.5 Arbitrator Compensation

- (1) Arbitrator fees shall be compensated at an hourly rate as set by MGSS. Arbitrator fees and expenses for a single Arbitrator shall be invoiced to MGSS for reimbursement by Zwift.
- (2) Under the standard arbitration procedure, where the Panel is constituted by the Applicant the fees and expenses of all three Arbitrators shall be split equally between the Parties. Where the Panel is constituted by Zwift or their representatives, then Zwift shall pay the fees and expenses of all three Arbitrators.
- (3) Any fees charged by the Arbitrator(s) on account of the postponement of a hearing shall be charged to the Party requesting the postponement.

2.6 Additional Provisions Regarding Arbitrators

- (1) No Party or anyone acting on behalf of a Party shall communicate *ex parte* concerning the Dispute Resolution with any potential Arbitrator candidate or any serving Arbitrator.
- (2) Neither MGSS nor any Arbitrator in a proceeding pursuant to these Rules shall be a necessary party in any judicial proceedings relating to the Request.
- (3) Arbitrators, senior officers and staff of MGSS are not compellable witnesses in any court or administrative proceeding. No Party may attempt to subpoena or demand the production of any notes, records or documents prepared by the Arbitrator(s), the Chief Arbitrator, or MGSS senior officers and staff in the course of any arbitration under these Rules.
- (4) Neither MGSS nor any Arbitrator shall be liable to any Party for any act or omission in connection with Dispute Resolution conducted under these Rules. As a condition of participation in Zwift Cycling Esports events or series, each Applicant hereby releases MGSS, its Chief Arbitrator, Zwift, and each director, officer, member, manager, employee, agent or representative of any of the foregoing, jointly and severally, individually and in their official capacity, of and arising from any and all claims, demands, damages and causes of action whatsoever, in law or equity, (except for fraud or willful acts or omissions) arising out of or in connection with, any decision, act or omission arising under these Rules, the Zwift Cycling Esports Rules and Regulations, or the Anti-Doping Policy.
- (5) The decision of the Arbitrator or the Panel shall be the full, final and complete disposition of the matter and shall be binding on all Parties. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

2.7 Governing Law

The laws of the State of California, U.S.A., without reference to conflict of laws principles, shall be the governing law for Dispute Resolution under these Rules.

2.8 Seat of Dispute Resolution

The seat of any Dispute Resolution proceedings shall be Los Angeles, California, U.S.A., regardless of any hearing, meeting, or deliberation held at another location.

2.9 Language

- (1) All proceedings under these Rules are to be conducted in English.
- (2) Any document(s) provided to the Arbitrator(s) in a language other than English must be accompanied by a certified translation. The cost of translation shall be borne by the Party offering the document(s).

2.10 Calculation of Time Limits

All days included in the calculation of time limits hereunder are business days and shall not include weekends and holidays.

2.11 Confidentiality

- (1) Dispute Resolution under these Rules is confidential and is not open to the public unless the Parties, the Arbitrator(s) and the Chief Arbitrator all agree otherwise.
- (2) From the inception of the Dispute Resolution until a decision is issued or the Dispute Resolution is otherwise completed, all Parties (including authorized representatives), Zwift employees, and individuals involved in the administration of these Rules, the Zwift Cycling Esports Rules and Regulations, and the Anti-Doping Policy shall not disclose any information produced in the Dispute Resolution to any person not involved in the Dispute Resolution, except as provided for in these Rules.
- (3) Zwift may publicly announce or acknowledge disciplinary action against a Party when a decision is issued where a sanction is accepted or upheld through Dispute Resolution.
- (4) Notwithstanding the foregoing section, Zwift may disclose a finding of an Anti-Doping Policy Violation (“ADPV”) or sanction to any other body recognized by Zwift.

2.12 Consultation

- (1) The Arbitrator or Panel in their sole discretion, after consultation with the Chief Arbitrator, may elect to engage an expert to assist them on technical issues arising in a case. The cost of such expert shall be borne equally by the Parties.

- (2) The Arbitrator(s) shall be free to consult with the Chief Arbitrator on any matter pertaining to the Dispute Resolution.

2.13 Amendments

These Rules may be amended from time to time by Zwift. Unless otherwise indicated, all amendments shall be effective immediately upon publication on Zwift's website.

2.14 Representation and Assistance

- (1) Each Party shall have a right to the assistance of counsel, at its own expense, in connection with all aspects of the proceedings.
- (2) Minors involved in proceedings under these Rules shall be represented by a parent or by a legal guardian. Subject to the above subsection, the parent or legal guardian may authorize another adult or legal representative to represent or speak on behalf of the Minor.

2.15 Matters Subject to Dispute Resolution

- (1) These Rules shall be the exclusive forum for any Dispute Resolution request by an Applicant and apply to:
 - (a) a decision made by the Performance Verification Board (the "Board"), including an assertion of an ADPV; or
 - (b) any dispute that the Chief Arbitrator determines is one over which these Rules has jurisdiction and standing, and the Chief Arbitrator has agreed to appoint an Arbitrator.
- (2) Except as otherwise provided under these Rules, these Rules do not apply to:
 - (a) event result nullification for use of ineligible physical equipment;
 - (b) event result nullification for use of incorrect virtual equipment;
 - (c) event result nullification for failure to meet eligibility requirements;
 - (d) event result nullification for use of out-of-date firmware;

- (e) any sanction for input of incorrect rider weight and height as prescribed in the Zwift Cycling Esports Rules and Regulations;
- (f) any sanction for use of bots, simulated riders or other rider's efforts;
- (g) any sanction for use of another rider's account for racing;
- (h) disqualification from an event or series for failure to provide data (or respond in a timely manner) to race officials or the Performance Verification Board;
- (i) event result nullification or removal from event for incorrect attire worn during a Live Race;
- (j) disqualification from an event for use of vulgar or otherwise inappropriate team names;
- (k) forfeiture of invitation to Live Final for failure to send requested documentation within the specified timeframe; and
- (l) any event in which the Board has suspended or forgone Dispute Resolution.

2.16 Request for Dispute Resolution

- (1) Upon approval from the Zwift Cycling Esports Commissioner, Dispute Resolution proceedings may be commenced by the Applicant filing a completed Applicant Request for Dispute Resolution Form ("Request Form") with MGSS and the Zwift Cycling Esports Commissioner. The Request Form is available on the Zwift website.
- (2) Requests for Dispute Resolution must be made exclusively on the prescribed Request Form.
- (3) Requests for Dispute Resolution must be brought within three days of the Applicant receiving notice of a Violation.
- (4) A non-refundable filing fee of \$(500) must be paid to MGSS by the Applicant upon timely submission of the Request Form.

- (5) Upon receiving the Request, the Chief Arbitrator and the Board shall jointly determine which method of Dispute Resolution is applicable.

Article 3 – Mediation

3.1 General

Mediation under the provisions of these Rules is a procedure by which each Party undertakes in good faith to negotiate with all other Parties with the assistance of a mediator. The process is an assisted negotiation with a view to settling the case. Mediation shall occur when all Parties agree to mediate, and the Chief Arbitrator determines mediation to be appropriate.

3.2 Mediation Conference

The Chief Arbitrator (or another Arbitrator appointed by the Chief Arbitrator) shall conduct a mediation conference with the Parties to give the Parties the benefit of their assessment of the merits of the case with the view to settling the case.

3.3 Authority to Settle

The Persons present at the mediation must have full authority to settle the case without consulting anyone who is not present. The mediator will establish the procedure, including a deadline for conclusion, with the concurrence of the Parties.

3.4 Settlement

Mediation is concluded upon all Parties signing a settlement agreement.

3.5 No Settlement

In the event of a failure to resolve and settle the case by mediation, the Parties shall continue on with Dispute Resolution pursuant to these Rules. Unless otherwise agreed by all Parties in writing the mediator shall not act as the Arbitrator.

Article 4 – Expedited Arbitration Procedure

4.1 General

The expedited arbitration procedure is an alternative to the standard arbitration procedure. The expedited procedure enables the dispute to be settled within a

shorter time frame and with less cost than the standard arbitration procedure. Use of the procedure is only available on the decision of the Chief Arbitrator and the Board that it is the applicable procedure following a Request of a Party.

4.2 Single Arbitrator

If expedited arbitration is the applicable procedure, a single Arbitrator from the list of Arbitrators will be appointed by the Chief Arbitrator on payment of the filing fee and submission of a properly executed Request Form. The appointed Arbitrator may include the Chief Arbitrator.

4.3 Written Answer

- (1) Within three days after the appointment of an Arbitrator, the Respondent shall submit to the Arbitrator with a copy to the Applicant, a written Answer to the Request Form.
- (2) Failure by the Respondent to submit an Answer will not prevent the Arbitration from proceeding.

4.4 Questions and Further Submissions

After the filing of the Request Form by the Applicant and the Answer by the Respondent, the Arbitrator shall have sole discretion to determine whether further submissions are necessary. Unless the Arbitrator deems it necessary, further submissions will not be taken into account.

4.5 Arbitrator's Decision

- (1) No hearing shall be held in the expedited arbitration procedure.
- (2) The Arbitrator(s)' reasoned decision shall be in writing and shall be delivered to the Parties within 14 days of the submission of the Respondent's Answer or such later date as the Parties and the Arbitrator may agree.

Article 5 – Standard Arbitration Procedure

5.1 Appointment of Arbitrator(s)

- (1) A single Arbitrator from the list of Arbitrators will be appointed by the Chief Arbitrator on payment of the filing fee and submission of a properly executed Request Form. The appointed Arbitrator may include the Chief Arbitrator. The proceeding shall be heard by the single Arbitrator unless, within five days after receiving notice of the appointment, either Party elects in writing to have the matter heard by a Panel from the list of Arbitrators. That election shall include the nomination of a second Arbitrator from the list of Arbitrators.
- (2) Within five days of receipt of the nomination of the second Arbitrator, the other Party to the proceeding shall nominate a third Arbitrator and advise everyone of the appointment. On failure to do so, the Chief Arbitrator will make an additional appointment. In the event three Arbitrators are appointed, the Arbitrator appointed originally by the Chief Arbitrator will become the President of the Panel.
- (3) When a Panel conducts the arbitration proceeding, the decision shall be made by a majority, or in the absence of a majority, by the President alone. Dissenting opinions are not recognised nor notified to the Parties.
- (4) Any Arbitrator nominated to a case shall immediately disclose to the Parties, the Chief Arbitrator and MGSS any conflict or potential conflict of interest and any circumstance that could create a reasonable apprehension of bias in respect to their appointment. Upon objection of a Party to the continued service of an Arbitrator, the Chief Arbitrator shall rule on the objection. The Chief Arbitrator's decision shall be conclusive. Any disputed challenge to the Chief Arbitrator shall be decided by the MGSS Board of Directors.
- (5) If an Arbitrator declines the nomination, or if it is determined by the Chief Arbitrator that the Arbitrator should not serve, then a substitute Arbitrator will be appointed by the Chief Arbitrator.
- (6) Upon their appointment to the MGSS list, the Arbitrators shall sign a declaration undertaking to exercise their functions personally, with impartiality and in conformity with the provisions of the Zwift Cycling Esports Rules and Regulations and the Anti-Doping Policy. All Arbitrators in a Dispute Resolution are required to serve as independent, impartial and neutral Arbitrators.

5.2 Directions Hearing

Within seven days of appointment, the Arbitrator(s) will convene a meeting or telephone conference with all Parties or their legal representatives (if any). The purpose of the Directions Hearing is for the Arbitrator to take formal jurisdiction over the matter and to address the pre-hearing and hearing procedural rules to be used to supplement these Rules. The outcome of the Directions Hearing will result in a Procedural Order with specific applicability to the Request executed by the Parties and the Arbitrator.

5.3 Method, Place and Date of Arbitration

- (1) The arbitration hearing may take place by telephone, video conference, or in-person, as agreed to by the Parties or as directed by the Chief Arbitrator.
- (2) In-person hearings will be held in either London, England or Los Angeles, California, U.S.A. at the premises of Zwift unless the Chief Arbitrator designates, at the request of a Party, the Arbitration to be conducted at a neutral site.
- (3) Any Arbitration shall take place within 60 days of completion of the appointment of the Arbitrator(s) unless that time is extended by agreement of the Parties or upon a showing of exceptional circumstances by a Party and so ordered by the Arbitrator(s).
- (4) Zwift will provide an independent and qualified interpreter at its expense to assist a requesting Party. Any dispute over the interpreter's qualification shall be decided by the Arbitrator(s).

5.4 The Hearing

- (1) The hearing shall be conducted in the format determined by the Arbitrator(s), taking into account the urgency, potential cost to the Parties, and the particulars of the dispute with regard to the production of evidence. The Arbitrator(s) shall have the power to establish the applicable procedure so long as the Parties are treated equally and fairly and given a reasonable opportunity to present their cases or respond to the case of another Party, including the right to call and question witnesses. All decisions by the Arbitrator(s) with respect to format and procedure are final and binding.

- (2) The substantive rules set forth in the Zwift Cycling Esports Rules and Regulations and the Anti-Doping Policy shall be applicable throughout the proceeding.
- (3) Witnesses shall provide testimony under solemn confirmation. Witness testimony presented in-person or by audio or video conference is acceptable.
- (4) Any Party requesting a stenographic record or recording of the hearing shall make that request to MGSS at least 15 days in advance of the hearing. MGSS will arrange for a stenographic record or recording as requested and shall provide copies to all Parties. If Zwift requests a stenographic record or recording, then Zwift shall bear the cost. If the Applicant requests a stenographic record or recording, then the cost shall be split equally between the Parties.
- (5) The hearing may proceed in the absence of a Party who, after due notice, fails to appear or be represented at the hearing. An adverse inference may be drawn against any Party who fails to appear; or, other Person who fails to appear at the hearing to give evidence after having been requested to do so by the Arbitrator(s).

5.5 Burdens and Standards of Proof

- (1) The Zwift Cycling Esports Commissioner shall have the burden of establishing on a balance of probabilities that a Violation has occurred. Facts related to the Violation may be established by any reliable means including, but not limited to admissions. Where the burden of proof is placed on the Applicant to rebut a presumption or to establish specified facts or circumstances, the standard of proof shall be on a balance of probabilities.
- (2) The Arbitrator(s) shall rule on the admissibility of evidence. The Arbitrator(s) shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to the Request may be established by any reliable means, as determined in the sole discretion of the Arbitrators(s). If, at the Directions Hearing, it is decided that evidence in chief may be admitted by affidavit, the Arbitrator(s) shall give such weight to that evidence as the Arbitrator(s) deems appropriate in the circumstances.

5.6 Post-Hearing Matters

- (1) The Arbitrator(s) may grant any remedy or relief the Arbitrator(s) deems just and equitable and within the scope of the Zwift Cycling Esports Rules and Regulations, the Anti-Doping Policy, and the request for relief.
- (2) Each case shall be determined on its own facts and the Arbitrator(s) shall not be bound by previous decisions.
- (3) The Arbitrator(s)' decision, including the reasoning for decisions, shall be in writing and shall be delivered to the Parties within 30 days of the close of the hearing or at such later date as agreed by all. At the discretion of the Arbitrator(s), the Arbitrator(s) may communicate the decision to the Parties in advance of the Arbitrator(s)' written rationale for the decision. The Arbitrator(s) has the power to correct clerical mistakes and miscalculations of time limits subsequent to the announcement of the decision.
- (4) In addition to a final decision, the Arbitrator(s) may make other decisions, including interim interlocutory or partial rulings, orders and awards.
- (5) The hearing may be reopened for good cause upon the application of a Party or at the Arbitrator(s)' initiative at any time before the Arbitrator(s)' decision has been delivered.
- (6) Should the Arbitrator(s) err in determining sanction length or the start date of the sanction, the Arbitrator(s) may correct the decision if a request for this relief has been made within seven days of delivery of the decision.

THE END of the Rules: See attached Appendices

APPENDIX

FORMS FOR USE WITH ZWIFT CYCLING ESPORTS DISPUTE RESOLUTION RULES

Applicant Request for Dispute Resolution Form

Zwift Cycling Esports Dispute Resolution Rules

Notice to Applicant:

This form is filed to request a proceeding administered by McLaren Global Sport Solutions (“MGSS”) in order to contest a decision by the Performance Verification Board, including an Anti-Doping Policy Violation (“ADPV”) as set forth in the Zwift Cycling Esports Rules and Regulations (“Rules and Regulations”) and the Zwift Cycling Esports Dispute Resolution Rules (“Dispute Resolution Rules”).

You are required to complete this form in its entirety. If you require more space for your answers, you may continue on additional sheets that you can attach to this form.

Instruction for Filing this Applicant Request:

Pursuant to the Dispute Resolution Rules, this Applicant Request for Dispute Resolution Form (“Request Form”) must be completed and filed with MGSS and the Zwift Cycling Esports Commissioner within three business days of the Applicant receiving notice of a Violation, along with the required filing fee of \$(500). Timely filing of the Request Form and fee is required. A filing outside the prescribed time limit will not be processed.

Send completed application via email to the attention of:

Mr. Bob Copeland

Senior Vice-President, MGSS

Email: copeland@mgsportsolutions.com

Ms. Lorrie Tisdale

Legal Assistant to Mr. Richard McLaren, MGSS Chief Arbitrator

Email: tisdale@mckenzielake.com

Payment shall be made by credit card using a secured virtual terminal. To arrange payment of the filing fee, please contact:

Ms. Lorrie Tisdale

Legal Assistant to Mr. Richard McLaren, MGSS Chief Arbitrator

Email: tisdale@mckenzielake.com

Tel: 519-679-1407 Fax: 519-679-5033

Alternatively contact Bob Copeland by phone at: +1-226-228-4045

Applicant Request for Dispute Resolution

Zwift Cycling Esports Dispute Resolution Rules

A. CASE

1. This form constitutes the Applicant's Request for Dispute Resolution filed in accordance with the Dispute Resolution Rules of Zwift Inc.

B. IDENTIFICATION OF THE PARTIES

2. Applicant

Name: _____

Residence Address: _____

Primary Phone: _____

Mobile Phone: _____

Email: _____

3. Applicant's Authorized Representative

Name: _____

Mailing Address: _____

Primary Phone: _____

Mobile Phone: _____

Email: _____

C. APPLICANT'S STATEMENT

4. Please provide a brief description of the dispute, including the facts, the reasons for this filing, and a statement of the issues to be submitted to MGSS for determination.

D. RELIEF REQUESTED

5. Please state and explain relief requested.

E. METHOD OF DISPUTE RESOLUTION

6. Which method of Dispute Resolution are you requesting? Select one of:

- Mediation
- Expedited Arbitration Procedure (no hearing)
- Standard Arbitration Procedure
- Not certain

NOTE: it is at the discretion of the Chief Arbitrator and the Performance Verification Board to determine which method of Dispute Resolution will be applicable.

Please explain why you are requesting this method of Dispute Resolution.

F. EVIDENCE

7. If applicable, please list any supporting documents or evidence, written or otherwise, you intend to rely on in relation to this Request.

G. DECLARATION AND SIGNATURE

Any Request Form filed with MGSS must be signed by the Person alleged to have committed a Violation under the Rules and Regulations or the Zwift Anti-Doping Policy.

I, the undersigned, file this Request Form under the provisions of the Dispute Resolution Rules; and

I, the undersigned, recognize that it is my responsibility to read and be aware of the applicable rules and I agree in writing to observe them.

Printed Name: _____

Signature: _____
Guardian Signature (if applicable):

Date: _____

Notice of Appointment of Arbitrator

The Chief Arbitrator hereby appoints [Name of Individual] to preside over the Dispute Resolution, under the Zwift Cycling Esports Dispute Resolution Rules, between the following Parties:

Applicant(s) Name(s)

Respondent(s) Name(s)

I, [Name of Chief Arbitrator], issue this notice of Appointment of Arbitrator under the provisions of the Zwift Cycling Esports Dispute Resolution Rules.

Dated at [LOCATION] this [XX^{xx}] day of [MONTH] [YEAR].

Signature of the Chief Arbitrator

Arbitrator's Acceptance and Statement of Independence

[CASE/FILE NAME]

Pursuant to section 5.1(4) of the Zwift Cycling Esports Dispute Resolution Rules (“Rules”), I, the undersigned,

Last Name: _____ First Name: _____

declare that I ACCEPT to serve as Arbitrator in the present case. I confirm that I am familiar with the Rules and am **able and available** to serve as an Arbitrator pursuant to all the requirements of the Rules. I also confirm that I am able to examine and to decide the present case in English, which is the language of the Dispute Resolution procedure.

(Please choose ONE of the following two declarations)

I am impartial, and independent of each of the Parties, and intend to remain so; to the best of my knowledge, there are no facts or circumstances that need be disclosed because they might be of such a nature as to compromise my independence in the eyes of any of the Parties.

OR,

I am impartial, and independent of each of the Parties, and intend to remain so; however, I wish to call the Parties’ attention to the following facts or circumstances which I hereafter disclose because they might be of such a nature as to compromise my independence in the eyes of any of the Parties (**please attach disclosure to this form**).

hereby declare that I DECLINE to serve as Arbitrator in the aforementioned case.

Dated at [LOCATION] this [XX^{xx}] day of [MONTH] [YEAR].

Signature of the Arbitrator

Arbitrator Declaration Form

Having read the applicable provisions of the Zwift Cycling Esports Dispute Resolution Rules which state:

Section 5.1(6).

“Upon their appointment to the MGSS list, the Arbitrators shall sign a declaration undertaking to exercise their functions personally, with impartiality and in conformity with the provisions of the Rules and Regulations and the Anti-Doping Policy. All Arbitrators in Dispute Resolution are required to serve as independent, impartial and neutral Arbitrators.”

AND

Section 5.1(4).

“Any Arbitrator nominated to a case shall immediately disclose to the Parties, the Chief Arbitrator, and MGSS any conflict or potential conflict of interest and any circumstance that could create a reasonable apprehension of bias in respect to their appointment.”

I, [Full Name], declare that I am:

DECLINING to be appointed to the MGSS List of Arbitrators;

OR,

ACCEPTING to be appointed to the MGSS List of Arbitrators in accordance with aforementioned provisions.

Dated at [LOCATION] this [XX^{XX}] day of [MONTH] [YEAR].

Signature of the Arbitrator