



3rd RGNUL National Negotiation
Competition,
2023

GENERAL INFORMATION

PRELIMINARY ROUND 2

3rd - 5th November, 2023

EBC



Justice Kuldip Prakash Bhandari
Foundation, Chandigarh

SCC[®]
ONLINE

NegComp'23 Problem - Game Time Crunch

General Information

Background of the Parties

Bingpot

Bingpot is a professional gaming organization that hires people who play different e-games and e-sports. It has several distinct teams that compete in the championships of specific games, both national and international e-sport and e-gaming tournaments included. Established in the year 2003, Bingpot has grown and established its brand as well as a respectable reputation over the past two decades by having a community of gamers with healthy competition between them and winning countless prestigious tournaments. One of the most legendary players under Bingpot is Jaime Styles who goes by the gaming handle of “Noobmaster69.” The community of gamers associates the saying, “The man, the myth, the legend” with Noobmaster69. He is a champion gamer with 14 championship titles, 4 national records and 3 world records across a large variety of multiplayer games. He has an extensive fanbase and viewership spanning different demographics. People watch him for hours at a stretch and his viewership is distributed evenly across the world. Noobmaster69 is even idolized by budding gamers worldwide and several interviews with rising star gamers reveal they aspire to be like him. Noobmaster69, presently aged 22 years old, started playing video games when he was 11 years old. Bingpot was able to rope him in their organization when he skyrocketed after breaking records in several games by the age of 17. His popularity also led multiple video game development companies to make offers to him. However, he has always been very selective about the contracts he signs.

Yomana Developers

Yomama Developers is one of the most popular video game development companies in the country of Indominus. Established in the late 90s, they were unsuccessful in making their mark on the market after the release of numerous games that failed to capture the audience. Almost on the verge of going bankrupt, they skyrocketed to fame after one of their games, ‘RunIn’ became famous in 2005. Following this success, they went on to become the brains behind numerous video games across multiple genres. This turned them into one of the richest game development companies, although they share a lot of bad blood with other game development companies due to various reasons. However, their most popular genre is action-adventure. Bland Theft Moto is their best-selling action-adventure video game with the theme of motor vehicle theft in the country. It became the most popular among teenagers and went viral on social media platforms such as Queenstagram and Basebook. Many video game streamers play and stream it on the platform Twist, which is well-known among gamers for video game streaming. This further added to the immense

popularity of Yomama Developers in the gaming world and brought in massive revenue along with it. Yomama Developers also happen to be one of the many companies that want to be a party to Noobmaster69's popularity and enter into a contract with him. They are of the belief that Noobmaster69's extensive popularity will help them reach an even wider audience and bring huge profits to the company. This, in turn, furthers their objective of becoming the most successful, rich, and popular game companies and removing all competitors from the picture, thus monopolizing the market.

Background of the Dispute

Bland Theft Moto, Yomama Developers' most popular brainchild to date, gained traction simply owing to its genre of action-adventure and themes of motor vehicle theft appealing to the disorderly youth of the country of Indominus. Twist is the most popular video game streaming platform amongst gamers across the globe. Yomama Developers even conducts exclusive Bland Theft Moto Tournaments on Twist. Noobmaster69 is one of the players who competes professionally in these tournaments while representing Bingpot, the gaming organization that he is a part of.

The term 'GOAT' is often used in relation to Noobmaster69 due to his natural talent at gaming and insane strategic skills. First introduced to gaming by his elder brother at the tender age of 11 years, Noobmaster69 honed his skills for more than a decade to achieve this status. People are fascinated not only by Noobmaster's backstory and in-game skills but also by the charitable work he does outside the game as well. Noobmaster ensures that a part of his income is dispersed to his preferred charities timely and securely. Noobmaster's following is similar to that of a cult with fans willing to go to any limit just to get to interact with him. Furthermore, Noobmaster's involvement in 'Bland Theft Auto' drastically increased the game's sales, thereby generating huge profits for Yomama Developers.

While it is true that Yomama Developers is one of the best video game development companies in the world right now, it is only recently that this status has been achieved. They wish to maintain this status quo and rule the world of video games. Considering Noobmaster69's massive fanbase, viewership and influence, Yomama Developers make an offer to him, which he accepts, and hence a contractual relationship is established between the two parties. The terms of the contract are attached as Annexure I below.

Noobmaster69 readily accepts the offer and demands no negotiation on the terms and conditions. It is during the fulfillment of the third condition, i.e., the conduction of the annual fundraiser event, that he decides to dedicate to the survivors of a school bombing, that there is a turn of events, and everything goes downhill.

The Dispute

Noobmaster69, with his fellow gamers from Bingpot, as well as his other independent streamers conduct the annual fundraiser event. The funds raised from this event are under Yomama Developers' brand name and the event is called "Schrödinger's Penguin". Further, Yomama Developers donates the funds collected to the survivors of school bombings.

In 2023, Schrödinger's Penguin's started on 6th September and was in the format of a continuous livestream, scheduled to end only when the established goal amount of donations was reached. On the 4th day of the stream i.e., 9th September, Noobmaster69 made abhorrent, derogatory, and sexist comments. This started when Noobmaster69 made misogynistic comments about how a female streamer playing under the gaming handle of "AmateurExpert42" should "*go back to the kitchen*" and "*make him a sandwich*", When AmateurExpert42 responded that she did not like his comment, he made further abusive remarks.

When his team was defeated in the game against AmateurExpert42's, he cursed her and banned her from his chat as well. Noobmaster's comments were in violation of the community guidelines of Twist that prohibited the use of abusive words and also barred by sub-clause 5 of the Obligations clause (Reproduced in the Annexure below). Passing derogatory, sexist or defamatory comments against fellow players was also strictly forbidden. Thus, as a reaction to his comments and the complaints made against him by certain viewers of that stream, Twist initiated an inquiry against him, and is also considering of even banning him permanently according to some reports on the internet.

To make matters worse for Noobmaster69, Yomama Developers after this incident decided to send a notice of termination of their contract too him. This came as a blow to him, because it was incredibly close to the Bland Theft Moto's flagship international tournament "Pew-the-Pie" which was streamed annually on Twist, and as a consequence of the contract being terminated, he was barred from participating in the tournament as well. On the personal front, some of his closer streamer friends also distanced themselves from him and declined to make statements on the ongoing controversy.

As a response to actions being taken against Noobmaster69, his fan base of younger males displayed their outrage. Moreover, since Noobmaster69 was highly respected within the gaming community, many professional players and content creators decided to boycott the game until the situation with Noobmaster was alleviated. To salvage whatever remnants, exist of his gaming career, Jaime Styles a.k.a. Noobmaster69, through Bingpot, requests a negotiation (the Requesting Party) with Yomama Developers (the Responding Party).

ANNEXURE

Relevant Terms of the Contract

Between:

Yomama Developers Pvt. Ltd.

&

Jaime Styles (Nooobmaster69)

This Exclusive Streaming & Miscellaneous Agreement (hereinafter referred to as “**Agreement**”) is entered into, on 31 July 2022, by and between:

Yomama Developers Pvt. Ltd., a Company duly organized and existing under the laws of Indominus, Represented through its authorized signatory.

Hereinafter referred as “**Gaming Company**”

AND

Jaime Styles, hereinafter referred to as “**Player**”

The Gaming Company and the Player are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS:

- A. Gaming Company is a private company limited by shares and is responsible for the development, management, sale and maintenance of video games in Indominus.
- B. Gaming Company, in the interest of the better outreach of its developed video games is desirous to have the Player as a sole streamer for the game ‘Bland Theft Auto’ (hereinafter referred to as the BTA Game) in lieu of monetary consideration.
- C. The Player is a professional esports player for ‘Bingpot’ and is desirous and agreeable to undertake the obligations set forth through this agreement.

NOW THEREFORE, in consideration of the respective covenants and agreements set forth in this Agreement, sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. OBLIGATIONS SET FORTH

1.1 That, until this Agreement is terminated, the Player will not, directly or indirectly, solicit, initiate, entertain or accept any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any entity, or any person affiliated to that entity, regarding the sponsorship, endorsement, advertisement, or streaming of any other game besides the BTA Game, or any merger, consolidation, business combination, or similar arrangement other than as contemplated by this Agreement.

1.2 The Player and the Gaming Company mutually agree to organize and host an annual fundraising event ("Annual Fundraiser") to support a charitable purpose. The Player and the Gaming Company shall collaborate in the planning, organization, and execution of the Annual Fundraiser.

1.3 The Gaming Company commits to providing sponsorship, financial support, and in-kind contributions to facilitate the success of the event.

1.4 The proceeds generated from the Annual Fundraiser shall be dedicated to a charitable purpose or organization mutually agreed upon by both parties. The specific charitable purpose or organization will be determined and documented in advance of each Annual Fundraiser.

1.5 Both parties agree to abide by all legal and ethical considerations during the planning and execution of the Annual Fundraiser.

2. TERMS & TERMINATION

2.1 This Agreement will be effective starting 31 July, 2022 and will continue in full force until 30 July, 2027 (Termination Date). In furtherance, in the absence of any exclusive notice of termination, this Agreement would not cease to exist after the termination date and rather be automatically renewed after every five (5) years.

2.2 The obligation to host an Annual Fundraiser will be in effect for the duration of the overarching agreement between the parties unless otherwise terminated in accordance with the terms of the agreement. The parties may mutually agree to extend or amend this obligation for future years.

2.3 The Player reserves the right to perform its obligations under this Agreement at any location it deems appropriate (unless otherwise prohibited by applicable state and/or central laws).

2.4 The agreement may be terminated by the Gaming Company for the breach of terms of the Agreement by providing a 30 (Thirty) days prior notice.

2.5 Termination of the Agreement through the aforementioned clause would take effect only if the Parties are unable to reach an amicable and mutual settlement within 20 days of such a notice being sent.

3. PAYMENT TERMS

3.1 In consideration of the obligations taken forth by the Player, the Gaming Company agrees to pay the Player a share of the revenue generated from the sales of the game.

3.2 The Player shall receive 15% of the net revenue earned by the Gaming Company for each copy of the game sold throughout the lifetime of this agreement.

3.3 The Gaming Company also agrees to make payments to the Player on an annual basis. The first payment will be made on the anniversary of the date this agreement is entered into and shall be referred to as the "First Payment Date." Subsequent annual payments will be made on each successive anniversary of the First Payment Date.

4. DISPUTE RESOLUTION

4.1 In respect of any claim, dispute or controversy arising out of, or in relation to, this Agreement, including any dispute with respect to the existence or validity hereof, the interpretation hereof, the activities performed hereunder, or the breach hereof, which may or may not result in the termination of the existing Agreement, the Parties shall adhere to a step-by-step resolution method. Firstly, a notice may be served to the opposite party describing the mistakes as well as the unsatisfactory or sub-par nature of the activities that the latter may have performed. The Parties, in furtherance of such a notice, must exert their best efforts to amicably resolve such an issue through negotiation.