

GENERAL INFORMATION

8th RGNUL Sports and Entertainment Law Mediation Competition, 2026

8TH RGNUL SPORTS & ENTERTAINMENT LAW MEDIATION COMPETITION 2026

PRELIMINARY ROUND II: GENERAL INFORMATION

PARAOG'S SYNTHETIC SHADOW: IPR IN THE BATTLE ROYALE

BRIEF ON THE PARTIES

FNCOLT, Inc.

FNCOLT, Inc., an Arinseo-based video game developer and publisher that owns and operates the mobile game *Warvia*, a popular online multiplayer battle royale that has gained huge popularity in not only Arinseo, but also in foreign jurisdictions such as Aryavax. In this high-stakes survival game, up to 100 players parachute onto diverse maps like Mistvalley and Drycrack, where they must scavenge for weapons, armour, and equipment to eliminate opponents while staying within a constantly shrinking safe zone. Since its release in 2020, Warvia has become a cornerstone of the Aryavax gaming landscape, fostering a massive professional esports ecosystem with major tournaments like the Warvia Aryavax Series **('WAS')** that offer substantial prize pools and career opportunities for top athletes. One of Warvia's significant revenue streams comes from in-app purchases, including voice packs that allow players to personalize their gaming experience by using the voices of famous Aryavax streamers and professional gamers.

Surya Singh (ParaOG)

Surya Singh, professionally known as ParaOG, is a legendary Aryavax esports player renowned for his aggressive fragging style, precise gyroscope aiming, and in-game leadership in Warvia. He has represented various teams with multiple achievements displaying his exceptional skills. As a pioneering entry fragger and strategic in-game leadership, he dominated competitive lobbies with high-kill performances in Warvia Master Series (WMS) 2024, cementing his legacy as a fan-favourite content creator and esports icon.

As an ethical player, he consistently warns his young audience during streams about gaming risks, repeatedly stressing the game's addictive nature and advising against long play sessions. Additionally, he firmly believes in giving back to society. After losing his elder brother, he founded an NGO in his memory to aid cybercrime victims, personally visiting families and providing support however he can. Despite his fame, he helps the game and company in every way possible as he has been with the Company since the initial beta testing of the game and has a special place for it in his heart.

BACKGROUND OF FACTS

Warvia was launched in Aryavax in 2020 and has since become one of the most downloaded gaming apps in Aryavax. Among the major sources of revenue for Warvia is the in-app purchase feature, which includes voice packs that enable players to customize their gaming experience by using the voices of popular Aryavax streaming personalities and professional gamers.

Voice packs in Warvia are a form of treasury items that can be bought by players for different amounts of money, generally ranging between ₹50 to ₹200 per pack. The voice packs in Warvia contain recorded callouts and game announcements in the voices of popular streaming personalities and professional gamers, thereby making the gaming experience more interesting and personalized for players who are fans of these personalities. The revenue generated from the sales of voice packs is split between FNCOLT and the personalities in a licensing agreement.

One such licensing agreement is with Surya Singh, also known as ParaOG. Since the release of Warvia, ParaOG has been actively playing the game and has a massive fan following in both Aryavax and Arinseo. In 2021, he started recording his streaming dialogues and callouts for an in-game voice pack, and this resulted in a five-year licensing agreement between ParaOG and FNCOLT. The voice pack was a huge success and is one of the most popular items in the game.

Ever since the launch of Warvia 5 years ago, there have been significant advancements in Artificial Intelligence in the two nations whereby it has become easier for third parties to generate believable voices of others and form coherent sentences. While it has led to a surge in IPR litigation in both countries, Courts are yet to settle the copyright law governing AI-generated media due to the absence of domestic AI legislation. However, the political focus in Aryavax has been on data privacy of its gamers in the wake of flooding of its gaming market with games from Arinseo. A few years back, a national daily in Aryavax published allegations from major political circles in the country about the government of Arinseo's access and misuse of digital data of Aryavax's Warvia users. As a result, Warvia had come under both political and social scrutiny, with massive boycotts and protests organized in major cities of the country. However, Gen-Z gamers in Aryavax had consistently maintained that these allegations are largely unsubstantiated, and aimed at furthering the ruling party's aim of spreading misinformation about the social effects of digital games involving violence. Owing to the massive support by prominent Aryavax's esports players including ParaOG who played a significant role in organizing counter protests online, Warnia had so far survived the threat of a complete ban in Aryavax due to mounting political pressure.

Despite the survival from a complete ban, Warnia had to implement various regulations due to the political pressure, dulling its appeal. These regulations included age restrictions, daily playtime limitations, data privacy compliances, and moderated game graphics among others. Irrespective of the implementation of these regulations, there was a recent headline in the newspaper alleging how the game has led to a boy killing his own mother in influence of the game. It discussed how the game is leading to extreme addiction and promotion of violence. In response, the Government is now trying to ban all the foreign games including Warnia. This would also help the ruling party to eliminate the risk of data leak.

THE DISPUTE AND THE CALL FOR MEDIATION

FNCOLT now wants ParaOG to help polish the game's reputation through his streams, actively promoting that Warvia does not encourage violence. They want him to specifically mention how the game is not harmful for the children and the newspaper headline is a mere alleged rumour. However, ParaOG, conscious of his previous streams and continuous warnings to his young viewers, denies this request. He is adamant that he would not be spreading false information saying that the game is not addicting and violent when it clearly is. He mentions how he is an ethical player and would not be breaking his morals just to help the game.

FNCOLT Inc. recently launched a new game ARANG, a battle royale title mirroring Warvia's core features like shrinking safe zones, scavenging mechanics, and in-game voice packs. But these voice packs include a voice pack created by AI modulation that repurpose ParaOG's original recordings without his permission, generating broader callouts for broader gameplay. This unauthorized extraction and adaptation of his voice from the Warvia licensing agreement has fuelled ParaOG's IPR grievances. ParaOG demands sole copyright over his voice recordings, ensuring only he can sub-license future voice packs and preventing unauthorized AI modulation for other uses. Additionally, he wishes to have higher compensation and improved revenue sharing ratio to ensure that he is compensated for the damage caused and to prevent further harm and misuse of his voice.

Worried that ParaOG would move to court, FNCOLT has requested a mediation session where they can discuss their grievances together and come to a middle ground. FNCOLT is confident that the long history of the two parties would lead to a successful negotiation despite all the differences.

ANNEXURE-I

LICENSING AGREEMENT

This Agreement is entered into by and between **FNCOLT, Inc.** ("Company"), a corporation organized under the laws of Arinseo, and **Surya Singh** (professionally known as "ParaOG" or "Talent"), an individual resident of Aryavax.

Effective Date: 1st April 2021

1. Definitions and Interpretation

1.1 "Voice Recordings" or "Voice Packs" shall mean the Talent's proprietary audio callouts recorded exclusively for integration into the Game.
1.2 "Net Revenue" shall mean gross sales revenue from the Talent's Voice Packs, less only applicable taxes and platform fees.
1.3 "Territory" shall mean worldwide, subject to prevailing regulations in Aryavax.
1.4 "Game" shall mean *Warvia* exclusively, excluding any other titles or derivatives.

2. Grant of Exclusive License

2.1 Subject to the terms herein, Talent hereby grants Company an exclusive, royalty-bearing, non-transferable license to incorporate and utilize the Voice Recordings solely within Voice Packs for the Game in the Territory.
2.2 No sublicense, assignment, or extension to future games shall be permitted without Talent's prior written consent.
2.3 Term: Five (5) years from the Effective Date, subject to automatic renewal upon mutual written agreement.

3. Compensation

3.1 **Upfront Payment:** Company shall remit INR 10,00,000 (Rupees Ten Lakhs) to Talent within thirty (30) days of execution.
3.2 **Revenue Share:** Talent shall receive thirty percent (30%) of Net Revenue, payable quarterly accompanied by detailed accounting statements.
3.3 **NGO Allocation:** Fifteen percent (15%) of Net Revenue shall be remitted directly to Talent's designated NGO, with confirmatory proof furnished to Talent.
3.4 **Audit Rights:** Talent may conduct one (1) audit annually; any underpayment exceeding five percent (5%) shall entitle Talent to reimbursement of audit costs from the Company.

4. Ethical Conduct and Promotional Obligations

4.1 The company may, from time to time, request Talent to undertake promotional livestreams endorsing the Game, consistent with Talent's ethical standards.

5. Compliance and Indemnification

5.1 Company represents and warrants that the Game complies fully with Aryavax laws, including those governing violence depiction and data privacy.

5.2 **Indemnity:** Company shall indemnify, defend, and hold harmless Talent from all regulatory fines, penalties, or losses arising from non-compliance. Talent shall indemnify Company against third-party intellectual property claims attributable solely to the Voice Recordings.

6. Intellectual Property Ownership

6.1 Talent retains all right, title, and interest in and to its voice and personality rights, with no assignment effected hereunder.

6.2 Company shall own all intellectual property rights in the resultant voice pack products as embedded in the Game.

7. Term and Termination

7.1 This Agreement shall terminate upon: (i) material breach, subject to a thirty (30)-day cure period; or (ii) either party's convenience notice after Year 2, with ninety (90) days' prior written notice.

7.2 **Post-Termination Obligations:** Company shall immediately cease all new sales of Voice Packs and settle all accrued revenue shares. Provisions regarding IP ownership, indemnity, and dispute resolution shall survive termination.

8. Dispute Resolution

8.1 Any dispute arising hereunder shall first be referred to mediation. The mediation to resolve any dispute shall be conducted under the aegis of CADR, RGNUL, in accordance with their mediation procedure. Unresolved disputes post-mandatory mediation shall proceed to binding arbitration seated in Aryavax.

9. Governing Law and Miscellaneous

9.1 This Agreement shall be governed exclusively by the laws of Aryavax.

9.2 This constitutes the entire understanding between the parties; no modifications shall be made except by written instrument signed by both.