

**2018 HEROES OF THE STORM™  
HGC FINALS**

**OFFICIAL COMPETITION RULES, TERMS AND CONDITIONS**

# TABLE OF CONTENTS

1.	INTRODUCTION .....	1
2.	HEROES GLOBAL CHAMPIONSHIP FINALS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
2.1.	Acceptance of the Official Rules. ....	1
2.2.	Applicability of the Official Rules. ....	2
3.	PLAYER ELIGIBILITY REQUIREMENTS .....	2
3.1.	Regional Eligibility. ....	2
3.2.	Residency Requirements .....	3
3.3.	Minimum Age Requirements. ....	4
3.4.	Ineligible Players.....	5
4.	TEAM RULES AND REQUIREMENTS .....	5
4.1.	Registration for the Tournament and the Formation of Teams. ....	5
4.2.	Active Roster.....	6
4.3.	Coach. ....	6
4.4.	Manager. ....	6
4.5.	Owners and Team Representatives. ....	7
4.6.	Roster Locks and Changes. ....	8
5.	TOURNAMENT STRUCTURE .....	8
5.1.	Tournament Date and Location.....	8
5.2.	Qualification.....	8
5.3.	Tournament Format.....	10
5.4.	Tournament Rules; Game Forfeitures. ....	10
5.5.	Prize Awards. ....	12
5.6.	Travel and Expenses. ....	14
6.	CONDUCT OF PLAYERS, COACHES AND MANAGERS .....	15
6.1.	Behavior.....	15
6.2.	Cheating.....	15

6.3.	Illegal and Unethical Conduct.....	16
6.4.	Anti-Harassment. ....	16
6.5.	Gambling.....	17
6.6.	Alcohol and Drugs. ....	17
6.7.	Non-Disparagement. ....	17
6.8.	Interviews and the Media.....	18
6.9.	Software and Hardware.....	18
6.10.	Restricted Sponsorships. ....	18
6.11.	Disciplinary Action.....	19
7.	LIMITATIONS OF LIABILITY AND DISCLAIMERS.....	20
7.1.	Cap on Liability; No Punitive Damages. ....	20
7.2.	Disclaimers.....	21
7.3.	Changes to Your Blizzard Account.....	21
8.	USE OF YOUR BRAND MATERIALS AND PERSONAL DATA.....	22
8.1.	License to Use Your Brand Materials.....	22
8.2.	Advertising Materials.....	22
8.3.	Ownership of Advertising Materials, Feedback, Stats and Suggestions.....	23
8.4.	Collection of Personal Data. ....	24
9.	RESOLUTION OF DISPUTES.....	24
9.1.	Applicability.....	24
9.2.	Negotiations. ....	24
9.3.	Binding Arbitration.....	25
9.4.	Arbitration Procedures. ....	25
9.5.	Class and Collective Action Waiver. ....	26
9.6.	Location of Arbitration. ....	26
9.7.	Governing Law. ....	27
10.	GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS.....	27

10.1.	Blizzard Copyrights and Trademarks.....	27
10.2.	Changes to Heroes of the Storm.....	27
10.3.	Changes to these Official Rules. ....	28
10.4.	No Employment Relationship. ....	28
10.5.	Communications. ....	28
11.	GLOSSARY.....	29

# 1. INTRODUCTION

The HGC Finals is the second global event of the Heroes Global Championship (HGC) and marks the conclusion of Phase 2. Teams from North America, Europe, China, Korea, Latin America, Southeast Asia, Taiwan, and Australia/New Zealand faceoff for \$1,000,000 and the Championship trophy.

These 2018 Heroes of the Storm HGC Finals Specific Competition Rules, Terms and Conditions govern qualification for and competitive play of Heroes of the Storm in the 2018 HGC Finals Tournament (the “Tournament”). These Specific Rules establish the rules of tournament play, including rules governing player eligibility, tournament structure, active rosters, coaches, managers and team owners, prize awards, sponsorships and the conduct of players and other Team Members. These Specific Rules also contain limitations of liability, license grants and other legally binding contract terms. You are required to read and understand these Specific Rules before you can participate in the Tournament.

You must accept these Specific Rules in order to participate as a player in the Tournament, and you must abide by these Specific Rules in order to remain eligible to play in the Tournament and receive prizes. You must also accept these Specific Rules in order to participate as a coach, manager or owner of a team that qualifies to play in the Tournament, and you must abide by these Specific Rules in order to remain eligible to coach, manage or own a team in the Tournament. All of this is explained below. By acceptance of these Specific Rules you are also accepting the 2018 Heroes of the Storm Global Championship Official Competition Rules, Terms and Conditions.

# 2. HEROES GLOBAL CHAMPIONSHIP

## 2.1. Acceptance of the Official Rules.

- (a) If you are a player you may accept these rules by signing or accepting a Participation Form, either in print or online. You also indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the Tournament.
- (b) If you are a coach, manger, owner or other Team Member, you may accept these rules by signing or accepting a Participation Form, either in print or online. You also indicate your

acceptance to these Official Rules if you participate as a coach, manager, owner or other representative of a team that completes in any game or match that is part of the Tournament.

- (c) If you are under the age of majority (as described below), your parent or legal guardian may accept these Official Rules on your behalf.
- (d) If you (or your parent or legal guardian) do not accept these Official Rules, you may not participate in the Tournament. If you are a player and you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Tournament.

## 2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of Heroes of the Storm during the 2018 HGC Finals Tournament. These rules do not govern the Western/Eastern Clash nor the Mid-Season Brawl.
- (b) These Specific Rules are in addition to the Blizzard End User License Agreement applicable to your use of Blizzard account, the Online Privacy Policy applicable to your use of Blizzard account, and the other terms and conditions governing use of the Blizzard website. The current version of the End User License Agreement for US and Canadian Blizzard account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy for US and Canadian Blizzard account holders is found at <http://us.blizzard.com/en-us/company/about/privacy.html>. The current versions of the End User License Agreement and Online Privacy Policy applicable to other countries' Blizzard account holders can be found by going to the above websites and switching to the appropriate language at the bottom of that webpage.
- (c) There is a Glossary of terms at the back of these Official Rules that explains key terms in greater detail. The Glossary is an important part of these Official Rules.
- (d) If you or your team violates these Official Rules or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action and legal claims, as explained below.

## **3. PLAYER ELIGIBILITY REQUIREMENTS**

### 3.1. Regional Eligibility.

- (a) You may participate in the Tournament as a player if, as of June 20, 2018, and throughout the term of the Tournament, you are a citizen or legal resident of one of the following countries: Argentina, Australia, Austria, Belarus, Belgium, Belize, Bolivia, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Ecuador, El Salvador, Estonia, Finland, France, Germany, Greece, Guatemala, Honduras, Hungary, Iceland, Ireland, Israel, Italy, Jamaica, Latvia, Lithuania, Luxembourg, Malaysia, Mexico, Netherlands, New Zealand, Nicaragua, Norway, Paraguay, People’s Republic of China, Peru, Philippines, Poland, Portugal, Puerto Rico, Republic of China (“Taiwan”), Republic of Korea, Romania, Russia, Serbia, Singapore, Slovakia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, Ukraine, United Kingdom, United States, Uruguay, Venezuela.
- (b) In order to be eligible to participate in the Tournament as a player, you must have authorized access to a full Blizzard account registered on Blizzard’s online service. Your account must be in good standing at the start of the Tournament and remain in good standing throughout the Tournament.
- (c) All Blizzard Accounts list the player’s country of residence. The country of residence listed in your account details must match the country or region that you are representing in the Tournament. For example, if you are playing for a team that is representing the Australia/ New Zealand region in the Tournament, the country of residence listed in your Blizzard Account must be either Australia or New Zealand.
- (d) Your Blizzard Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (e) In order to be eligible to participate in the Tournament as a player, you must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Blizzard Account, unless you are a minor using a Blizzard Account registered by your parent or legal guardian.

### 3.2. Residency Requirements.

- (a) If you want to participate in the Tournament as a player you must provide Blizzard with proof that you are either a citizen or a legal resident of one of the Eligible Countries identified in Section 3.1 above.

- (b) For the purposes of this Tournament, a “citizen” is a participant who is a citizen of an Eligible Country, and a “resident” is a participant who has resided in an Eligible Country for at least one month prior to the Tournament’s first match and through the Tournament’s last match.
- (c) In order to prove citizenship or residency, you must provide Blizzard with a Blizzard Account for verification purposes, and the country of residence of your Blizzard Account must be one of the Eligible Countries set forth above. Your BattleTag must match the tag of your public persona and Blizzard must pre-approve your BattleTag before you can enter the Tournament.
- (d) You will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence. Examples of acceptable and unacceptable identification are outlined below:

Photo ID Requirements	
Acceptable Forms of ID	Unacceptable Forms of ID
Government-issued driver’s license	Expired identification
Military photo identification card	School-issued photo identification card
Passport	Gym membership card
Health card with photo (Canada, Australia, New Zealand)	Library card
Voter registration card with photo (Mexico)	Public transportation cards
National identity card with photo	Private ID cards

- (e) A participant claiming residency status must submit a copy of his or her passport along with a valid visa for the applicable country for evaluation by Blizzard. The visa must be acquired no less than one month before the start of the Tournament. Examples of acceptable identification for visa purposes are: professional athlete visas, work visas, and student visas. Examples of forms of identification that are not acceptable for visa purposes are: expired visas, working holiday visas and general tourist/visitor visas.
- (f) If you have any questions about the residency requirements, email [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com), and Blizzard can begin the verification process. Blizzard’s decisions as to residency and citizenship are final and binding.

3.3. Minimum Age Requirements.

- (a) You may participate in the Tournament if you have reached the age of majority in your country of residence as of June 20, 2018.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of June 20, 2018, you may still enter the Tournament and participate as a player if you otherwise meet all of the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.
- (c) In addition to your parents or legal guardians reading and accepting the rules, it is important to keep them informed of your participation in the Tournament. Should you qualify for Tournament events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

#### 3.4. Ineligible Players.

- (a) The directors, officers and employees of Blizzard, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to win any prizes.

## 4. TEAM RULES AND REQUIREMENTS

#### 4.1. Registration for the Tournament and the Formation of Teams.

- (a) The Tournament is a team-based competition. Each team that qualifies for and participates in the Tournament must have five starters, each of whom must be an Eligible Participant.
- (b) A team may add up to two other members: a coach and a team manager. Teams are not required to have a coach, but each team must have a team manager. One of the team's starters, the team's coach or another individual may serve as a team's manager.
- (c) None of the Team Members, coach, manager, owner or Team Representative, may be employed by, or associated with, more than one team in the Tournament.
- (d) Each team that qualifies for and chooses to participate in the Tournament will formally register its five starting players and its team manager using a form to be provided by Blizzard. If the team elects to have a coach, those individuals must be identified before the start of the Tournament using a Blizzard-provided form. If the team has a Team Representative, that individual must be identified before the start of the Tournament using a Blizzard-provided form.

4.2. Active Roster.

- (a) The five Eligible Participants who are designated as starters to play for the team in the Tournament will be considered the “**Active Roster**” for the team.
- (b) Only players who are on the Active Roster at the conclusion of the team’s final game of the Tournament will be eligible to receive prizes from Blizzard.

4.3. Coach.

- (a) A team may have one coach. Blizzard, in its sole discretion, may allow each team’s coach to consult with the players on the team’s Active Roster during the draft phase.
- (b) The designated team coach may not communicate with the team’s active roster during game play as well as during pause time.

4.4. Manager.

- (a) Each team that participates in the Tournament must designate a team manager. The team manager may be a member of the Active Roster, the coach or any other individual.
- (b) In the absence of any contractual arrangements between or among the Team Members, the affirmative vote of at least three members of the Active Roster is required to appoint or replace the team’s manager. The decision to appoint or replace the team’s manager must be made in writing using a form provided by Blizzard.
- (c) The team manager must provide Blizzard with an active email address and a mobile phone number using a Blizzard-provided form. Any changes to the registered email address and phone number that occur during the Tournament must be communicated to Blizzard within 48 hours of the change. The manager is responsible for ensuring that he or she can communicate promptly with all other Team Members.
- (d) The team manager will be the primary point of contact between Blizzard, the event organizer and the team. The manager will have authority to receive communications on behalf of the team, to make decisions on behalf of the team and to communicate those decisions to Blizzard and the event organizer. Blizzard may rely on communications that it receives from the team’s manager (either orally or in writing) as if these communications had come from each Team Member.

- (e) The members of the Active Roster or the team's owners may impose any requirements on the team's manager that they think are fair and reasonable and that the manager is willing to accept. These requirements may include, at the option of the relevant parties, a requirement that the manager keep other Team Members informed of important developments and discuss important decisions with Team Members before communicating those decisions to Blizzard or the event organizer.

#### 4.5. Owners and Team Representatives.

- (a) If a team is owned by entities or individuals who are not on the Active Roster, or if the team is a separately chartered or incorporated entity, then an individual with authority to make legally binding decisions on behalf of the team and in connection with the Team Logo must, on behalf of the team, accept and be bound by these Official Rules.
- (b) If a team has owners or a Team Representative, then each such owner and Team Representative must be disclosed to Blizzard before the start of the Tournament using a Blizzard-provided form.
- (c) The team's manager is ultimately responsible for ensuring that all of the team's owners are properly disclosed to Blizzard prior to the start of the Tournament. The team's manager is also responsible for ensuring that a Team Representative with authority to make legally binding decisions in connection with the team and the Team Logo is disclosed to Blizzard prior to the start of the Tournament. Blizzard will provide forms for making these disclosures.
- (d) Blizzard wants to help promote the team and to help create value for the Team Logo. To do that, Blizzard needs a license to use the Team Logo. Blizzard also wants to use the Team Logo to promote Blizzard, Heroes of the Storm and our other products and services, and you agree that Blizzard may do that. Accordingly, the Team Representative, acting on behalf of the team and its owners, hereby grants to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use the Team Logo, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming (including via internet transmission and wireless networks) of all or any part of the Tournament (including any scrimmages, games, matches or other competitions that are part of the Tournament) or any Tournament Event, and/or (ii) the advertising, marketing, distribution,

promotion and sale of the products and services of the Blizzard Group, including Heroes of the Storm and the Tournament.

4.6. Roster Locks and Changes.

- (a) Unless extenuating circumstances require otherwise, each team that qualifies for the Tournament will have its roster comprised of the same group of players who completed the Qualifiers described in Section 5.2, except as provided below.

## 5. TOURNAMENT STRUCTURE

5.1. Tournament Date and Location.

- (a) The twelve teams that qualify for the HGC Finals, as described below, will compete in the HGC Finals on or about October 25 - 28 & November 2 – 3, 2018, at a location in America that Blizzard will determine in its sole discretion.
- (b) Blizzard will email the team managers of the teams that qualify to inform the teams of the dates and times of the Tournament. The team manager must then inform Blizzard which five members of the team will compete in the Tournament.

5.2. Qualification.

- (a) Twelve teams, drawn from eight regions, will qualify for the HGC Finals, as discussed in greater detail below.
- (b) *Australia / New Zealand / Latin America: Intercontinental Clash.* The team that wins the Intercontinental Clash will qualify for the 2018 HGC Finals. To qualify based on the Intercontinental Clash, a team's players must all be citizens of or reside in a country in the Latin America Region or Australia or New Zealand. If the team that wins the Intercontinental Clash includes one or more players who are not citizens or residents of the Latin American Region or Australia or New Zealand, then the highest placing team in the Intercontinental Clash that is composed solely of players who are citizens or residents of the Latin America Region or Australia or New Zealand will qualify for the 2018 HGC Finals.
- (c) *Chinese Regional Tournament.* The two teams that are ranked the highest in the China Professional League on or about September 20th, 2018 will qualify for the HGC Finals. To qualify based on the China Professional League, a team's players must all be citizens of or

reside in the People's Republic of China. If one of the two highest ranking teams in the China Professional League includes one or more players who are not citizens or residents of the People's Republic of China, then the two highest ranking teams in the China Professional League that are composed solely of players who are citizens or residents of the People's Republic of China will qualify for the Fall Championship.

(d) *European Regional Tournaments.* There will be three spots for the Europe Region described as below:

- a) The teams that are ranked the highest and second highest in the European Pro League on or about September 23, 2018 will qualify for the HGC Finals as first and second seed for the European Region.
- b) The team that wins the European Pro League playoff will qualify for the HGC Finals as the third seed for the European Region.

To qualify based on the European Pro League, a team's players must all be citizens of or reside in the European Region. If one or more of the initially qualified team in the European Pro League includes one or more players who are not citizens or residents of the European Region, then the remaining highest ranking teams in the European Pro League that are composed solely of players who are citizens or residents of the European Region will qualify for the HGC Finals.

(e) *Korean Regional Tournament.* There will be three spots for the Korean Region described as below:

- (i) The teams that are ranked the highest and second highest in the Korea Pro League on or about September 23, 2018 will qualify for the HGC Finals as first and second seed for the Korean Region.
- (ii) The team that wins the Korea Pro League playoff will qualify for the HGC Finals as third seed for the Korean Region.

To qualify based on Korea, a team's players must all be citizens or residents in the Republic of Korea. If one or more of the initially qualified teams in the Korean Pro League includes one or more players who are not citizens or residents of the Republic of Korea, then the remaining highest ranking teams in the Korean Pro League that are composed solely of players who are citizens or residents of the Republic of Korea will qualify for the HGC Finals.

(g) *North American Regional Tournaments.* There will be two spots for the North America Region described as below:

(i) The team that is ranked the highest in the North American Pro League on or about September 23, 2018 will qualify for the HGC Finals as the first seed for the North American Region.

(ii) The team that wins the North American Pro League playoff will qualify for the HGC Finals as second seed for the North American Region.

To qualify based on the North American Pro League, a team's players must all be citizens or residents in the United States or Canada. If one or more of the initially qualified teams in the North American Pro League includes one or more players who are not citizens or residents of the United States or Canada, then the remaining highest ranking teams in the North American Pro League that are composed solely of players who are citizens or residents of the United States or Canada will qualify for the HGC Finals.

(h) *Taiwanese / Southeast Asian: Horizon Clash.* The team that wins the Horizon Clash will qualify for the 2018 HGC Finals. To qualify based on the Horizon Clash, a team's players must all be citizens or residents of a country in the Southeast Asian Region or Taiwan. If the team that wins the Horizon Clash includes one or more players who are not citizens or residents of a country in the Southeast Asian Region or Taiwan, then the highest placing team in the Horizon Clash that is composed solely of players who are citizens or residents of a country in the Southeast Asian Region or Taiwan will qualify for the 2018 HGC Finals.

### 5.3. Tournament Format.

(a) Stage One of the HGC Finals will consist of a group stage, with two groups of six teams each, playing two game sets. Four teams from each group will advance to Stage Two.

(b) Stage Two of the HGC Finals will consist of a single elimination eight team bracket. The round of 8 will be best of 3 matches, while the semi-finals and the grand-finals will be best of 5.

### 5.4. Tournament Rules; Game Forfeitures.

(a) In each Tournament match, two teams will compete against each other by playing Heroes of the Storm on Blizzard's servers operated by Blizzard. Matches will be played in the "Custom" game mode and "Tournament Draft" lobby mode.

(b) If fewer than five Eligible Participants on a team's roster are present ten minutes after the scheduled match time, that team forfeits the match.

(c) The following nine battlegrounds will be available for play:

Battleground Pool
Towers of Doom
Dragon Shire
Sky Temple
Battlefield of Eternity
Tomb of the Spider Queen
Cursed Hollow
Infernal Shrines
Braxis Holdout
Volskaya Foundry

(d) Each match will begin with a battleground selection process.

(i) During the Group Stage, one team will be chosen at random to start the process (here labeled "Team A") and will begin by banning one battleground. The other team ("Team B") will then ban one battleground. Team A will then select a Battleground from the remaining (unbanned) Battlegrounds in the pool, followed by Team B selecting another Battleground. These will be the two battlegrounds played in the 2-game set.

(ii) During the Bracket Stage, one team will be chosen according to the best seed to start the process. This team will have the choice of First Hero Pick or Battleground selection for the first game. The team that ends up with Battleground selection (here labeled "Team A") will begin by banning one battleground. The other team ("Team B") will then ban one battleground. Team A will then select a Battleground from the remaining (unbanned) battlegrounds for play.

(e) Players will be able to select from any heroes that are available to them on their Blizzard accounts and that have been commercially released in the region of play for at least two weeks before the match, except that Blizzard, in its sole discretion, may restrict certain heroes from the Tournament at any point during the Tournament. Eligible Participants must have access to at least fourteen heroes in order to participate in the Tournament.

- (f) Each game within a match will begin with a drafting process to determine which heroes each team will play. Each team will have a window of time in which to ban and pick heroes. If a team runs out of time, its pick or ban will be randomly selected. The team that began the battleground selection process (Team A) will go second during the first game’s hero selection process, in the following sequence:

Hero Selection Sequence	
1.	Team B will ban one hero
2.	Team A will ban one hero
3.	Team B will ban one hero
4.	Team A will ban one hero
5.	Team B will choose one hero
6.	Team A will choose two heroes
7.	Team B will choose two heroes
8.	Team A will ban one hero
9.	Team B will ban one hero
10.	Team A will choose two heroes
11.	Team B will choose two heroes
12.	Team A will choose one hero

- (g) In the following games of a match, the losing team of the previous game will have the choice for battleground selection or first hero pick in draft. The team that ends up with Battleground selection will be able to choose the next Battleground for play from the remaining pool (meaning those not already banned or previously played on).
- (h) Blizzard, in its sole discretion, may require that a game or match be paused, suspended, replayed, or forfeited by a team in the event that one or more players lose their connections or the game is otherwise affected by abnormal technical or nontechnical issues, or based upon violations of the Specific Rules or otherwise unfair or unsportsmanlike conduct.

### 5.5. Prize Awards.

- (a) The teams in the HGC Finals will earn the following prizes based on their success in the Tournament:

(b)

HGC Finals Team Prizes	
1st Place	USD \$ 500,000
2nd Place	USD \$ 200,000
3rd - 4th Places	USD \$ 80,000
5th - 8th Places	USD \$ 25,000
9th - 12th Places	USD \$ 10,000

- (b) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the Tournament.
- (c) If the team's performance in the Tournament entitles it to a cash prize award, Blizzard will pay each member of the team's final Active Roster twenty percent (20%) of the total prize amount, less any applicable taxes, unless the team's manager provides Blizzard with a written agreement, fully executed by all of the team's Active Roster players, that unambiguously allocates prize money in a different way. Any such agreement must be provided to Blizzard by the team's manager within five days of the date that the winners are announced.
- (d) Once a payment of prize money is made by Blizzard to a winning team, Blizzard will have no responsibility or liability for the allocation or distribution of such prize awards among the various Team Members who may have contributed to the success of the team, or with respect to any person or entity claiming any part of such prize award. You agree to indemnify, defend and hold Blizzard and the other members of the Blizzard Group harmless from any such liability.
- (e) National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the winner. All cash prizes will be paid in US dollars. Winners will be required to complete and submit to Blizzard all governmental and tax forms required to receive a cash prize, including an IRS form W-8 or W-9 and any other forms required by the country in which the Tournament is held. Additional paperwork that Blizzard requests, including waivers, indemnities and releases, must be submitted to Blizzard before Blizzard will provide the winner with any prize. Prizes are not transferable.
- (f) No substitutions or exchanges (including for cash) of any non-cash prizes will be permitted, except that Blizzard reserves the right to substitute a prize of equal or greater value for any non-cash prize.

- (g) All Eligible Participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (*e.g.*, on a leaderboard) during the Tournament does not entitle any Eligible Participant to a prize. In the event of a dispute as to the identity of any winner, Blizzard will resolve the dispute using the email addresses of Team Members used on the Blizzard Account.
- (h) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Official Rules and an indemnity and release of liability. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit and related documents within seven days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.

#### 5.6. Travel and Expenses.

- (a) For each team that qualifies for the Tournament, Blizzard will provide a prize package that includes travel and accommodations for the team's five Active Roster players and a sixth individual selected by the team (which may be the team's coach or manager). The team's manager will be responsible for identifying the individuals who will travel for the team. The package will include the following:
  - (i) Round trip coach air fare from the regional airport nearest the Team Member's residence to Anaheim, California, United States or Burbank, California, United States;
  - (ii) Lodging (double occupancy) at a hotel of Blizzard's choice during the Tournament; and
  - (iii) Meals and ground transportation, as determined by Blizzard, in its sole discretion.
- (b) Blizzard will, at its cost, make the travel arrangements for those Team Members who qualify for Blizzard-sponsored travel under these Official Rules and pay the expenses to the vendor directly. The travel expenses of Team Members will not be reimbursed. All Blizzard-sponsored travel must take place on the dates and times that Blizzard specifies. Travel and accommodations are subject to availability. Additional restrictions may apply.
- (c) If a member of the team's Active Roster cannot travel to the Tournament, the team will be disqualified and Blizzard will have the right to replace the disqualified team with another team whose position in the Tournament is directly below the disqualified team, time permitting.

- (d) Each Team Member will be responsible, at his or her own cost and expense, for obtaining all the necessary visas, passports and other travel documents required to travel to and work in America.
- (e) All Team Members are responsible for any and all costs and expenses associated with their participation in the Tournament and receipt of any prize that are not specifically designated as the responsibility of Blizzard in these Official Rules.
- (f) Should a Team Member who qualifies for Blizzard-sponsored travel be a minor under applicable law, a parent or legal guardian will be required to travel on the same itinerary with the minor Team Member, and shall be responsible for all of his or her own travel and accommodation costs, including transportation and accommodation costs and any cost or expense associated with obtaining the necessary visas, passports or other travel documents.

## **6. CONDUCT OF PLAYERS, COACHES AND MANAGERS**

### **6.1. Behavior.**

- (a) All Team Members must at all times observe the highest standards of personal integrity and good sportsmanship. Team Members are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament organizers and members of the administration team, the media, sponsors and fans.
- (b) Team Members may not use obscene gestures or profanity in their BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the Tournament and includes abbreviations and/or obscure references.
- (c) Team Members are expected to settle their differences in a respectful manner and without resort to violence, threats, or physical or non-physical intimidation. Violence is never permitted at any facility that is owned by or leased to Blizzard or a tournament organizer, or against any competitor or administrator.
- (d) The use of props on stage without the approval of Blizzard will be considered unsportsmanlike and unacceptable.

### **6.2. Cheating.**

- (a) Players must compete to the best of their ability at all times. Any form of cheating by any Team Member will not be tolerated. All Team Members are prohibited from influencing or

manipulating a Tournament game or match so that the outcome is determined by anything other than its merits. Blizzard may install software on computers used in Tournament events that is specially designed to detect cheating. Examples of cheating would include:

- (i) Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or match;
  - (ii) Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means; and
  - (iii) Tampering with the entry process or the operation of the Tournament;
  - (iv) Allowing an individual who is not the registered owner of a Blizzard Account to play on that Blizzard Account in Heroes of the Storm or any other Blizzard game.
- (b) If someone asks you to bet on any Tournament game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com).

### 6.3. Illegal and Unethical Conduct.

- (a) Team Members are required to observe all laws applicable to their participation in the Tournament, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tournament.
- (b) A Team Member may not, during any Tournament Event, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Blizzard, Heroes of the Storm or any of the other products, services or sponsors of Blizzard.

### 6.4. Anti-Harassment.

- (a) Blizzard is committed to providing a competitive environment that is free of harassment and discrimination.
- (b) In furtherance of this commitment, Team Members engaged in the Tournament and Tournament Events are prohibited from engaging harassment or discrimination based on race, color, religion,

gender, national origin, age, disability, sexual orientation or any other status or characteristic protected by law.

#### 6.5. Gambling.

- (a) Gambling on the outcome of Tournament games or matches can pose a serious threat to the integrity of Blizzard esports and public confidence in the Tournament. Team Members are not allowed to place, or attempt to place, bets on any games or matches involving competitive play of a Blizzard title, including Heroes of the Storm.
- (b) This rule also prohibits Team Members from participating in anyone else's betting activities, asking anyone to place bets on Tournament games or matches on a Team Member's behalf, or encouraging anyone else to bet on Tournament games or matches.

#### 6.6. Alcohol and Drugs.

- (a) Blizzard's goal is to provide a safe competitive environment by eliminating the hazards to health and safety created by alcohol and drug misuse and abuse. Blizzard will not tolerate the presence of illegal drugs or the unapproved use of legal drugs at any Tournament Event.
- (b) The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while a Team Member is engaged in Tournament Events or on premises that are owned by or leased to Blizzard or a tournament organizer.
- (c) The unauthorized use or possession of prescription drugs by Team Member is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a game or match.

#### 6.7. Non-Disparagement.

- (a) Team Members always have the right to express their opinions in a professional and sportsmanlike manner. Tournament disputes or player violation reports must be reviewed by the organizer and Blizzard before any information is released publicly.
- (b) Team Members may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, slanderous or disparaging remarks, comments

or statements concerning Blizzard, its parent and any of their respective affiliate companies and subsidiaries or Heroes of the Storm or any other Blizzard title.

- (c) This Section does not, in any way, restrict or impede a Team Member from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

#### 6.8. Interviews and the Media.

- (a) Team Members must be polite to spectators and media, but Team Members have the right to refuse autograph signings, photo sessions and interviews that are not part of their official Tournament schedule.
- (b) Team Members have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Tournament schedule.

#### 6.9. Software and Hardware.

- (a) Any intentional use, or attempted use, by a Team Member of any bugs or exploits in the game may result in a forfeit of the match and disqualification from the Tournament. Blizzard, at its discretion, will determine bugs and exploits.
- (b) Team Members must consult with the organizer before bringing electronic storage devices to any Tournament event and are not allowed to use any mobile or external communication equipment during a match, including cellular phones. All personal equipment must be in an enclosed bag or be given to an administrator while a game or match is played.
- (c) The use of tablets during draft on stage is acceptable so long as it is done directly in front of a stage administrator and the operator of the device is the teams designated coach. The administrator must have a clear view of this device at all times. At the conclusion of the draft, this device must be removed from the stage.

#### 6.10. Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the Tour, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any Team Member participating in the Tournament and/or Tournament Events:

- (i) Pornography (or materials that Blizzard determines are the equivalent of pornography);
  - (ii) Alcohol;
  - (iii) Tobacco or cigarettes, including vaping products;
  - (iv) Firearms;
  - (v) Gambling, including websites that offer gambling;
  - (vi) Any person or entity that offers products or services that Blizzard determines are detrimental to Heroes of the Storm, the Tournament or Blizzard's business or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
- (c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the Tournament, Tournament Events and Heroes of the Storm. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Team Members participating in the Tournament and/or Tournament Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.11. Disciplinary Action.

- (a) In order to preserve the integrity of the Tournament and Blizzard's reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. You agree to cooperate with Blizzard in any such investigation.
- (b) If Blizzard determines that a Team Member has been cheating or has otherwise violated these Official Rules, the Team Member may be immediately disqualified and removed from the Tournament. In addition, Blizzard may, in its sole discretion:
  - (i) Issue a warning to the Team Member and/or his or her team and publish that warning on Heroes of the Storm sites;
  - (ii) Disqualify the Team Member and/or his or her team from participating in any future Heroes of the Storm tournaments or events;

- (iii) Revoke all or any part of the points and prizes previously awarded to the Team Member or his or her team;
- (iv) Terminate all licenses granted to the Team Member for Blizzard titles, including Heroes of the Storm; and/or
- (v) Terminate all Blizzard accounts that are held by the Team Member.
- (c) Blizzard's determination as to the appropriate disciplinary action will be final and binding. Blizzard reserves the right to lock out Team Members whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament.
- (d) Should an entire team be disqualified from the Tournament by Blizzard, either before or after the Tournament has started, then Blizzard will have the option to replace the disqualified team with the last team that was defeated by the disqualified team. In the event of such a disqualification, the replacement team will take the place of the disqualified team in the Tournament.
- (e) The failure by a Team Member (or his or her parent or legal guardian) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Office Rules.

## 7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

### 7.1. Cap on Liability; No Punitive Damages.

- (a) You understand and agree that Blizzard and the other members of the Blizzard Group are not insurers of your property or your personal safety. If you feel that you need insurance, either you or your team owner should obtain it from an insurance company or other third party.
- (b) YOU AGREE THAT THE LIABILITY OF BLIZZARD AND THE OTHER MEMBERS OF THE BLIZZARD GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED FIVE HUNDRED US DOLLARS (US \$500.00), AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.
- (c) YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF IT IS DETERMINED THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP CAUSED THE

HARM, DAMAGES, INJURY OR LOSS TO YOU. THE FOREGOING LIMITATIONS APPLY EVEN IF YOUR REMEDIES UNDER THESE OFFICIAL RULES FAIL OF THEIR ESSENTIAL PURPOSE.

- (d) IN NO EVENT SHALL BLIZZARD OR ANY OTHER MEMBER OF THE BLIZZARD GROUP BE LIABLE UNDER TO YOU, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOU, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BLIZZARD OR ANY OTHER BLIZZARD GROUP MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 7.2. Disclaimers.

- (a) You agree that Blizzard and the other members of the Blizzard Group are not responsible for:
  - (i) Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
  - (ii) Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
  - (iii) Any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Blizzard (although Blizzard will take reasonable precautions to ensure reasonable safety);  
or
  - (iv) Any printing or typographical errors in any materials associated with the Tournament or Tournament Events.
- (b) All prizes are awarded “AS IS” and **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED** (including any implied warranty of merchantability or fitness for a particular purpose).

### 7.3. Changes to Your Blizzard Account.

- (a) In accordance with the Blizzard End User License Agreement and without limiting Blizzard’s rights therein, Blizzard retains the right to modify or delete content, data, heroes, accounts, statistics, user profiles, and any information created, stored, processed or uploaded to your Blizzard Account at any time and for any reason at its sole discretion.

- (b) In the event of a conflict between the provisions of the Blizzard End User License Agreement and the provisions of these Official Rules, the provision that is most protective of Blizzard (as determined by Blizzard) will govern and control.

## 8. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

### 8.1. License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as a member of an elite team and help you develop your personal brand. To do that, Blizzard needs a license to use your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory (“**Your Brand Materials**”). Blizzard also wants to use Your Brand Materials to promote Blizzard, Heroes of the Storm and our other products and services, and you agree that Blizzard may do that.
- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming (including via internet transmission and wireless networks) of all or any part of the Tournament (including any scrimmages, games, matches or other competitions that are part of the Tournament) or any Tournament Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including Heroes of the Storm and the Tournament.

### 8.2. Advertising Materials.

- (a) The grant of rights and licenses in Section 8.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicensees) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
  - (i) Websites of Blizzard and its streaming and broadcast partners;
  - (ii) Social media postings;
  - (iii) Print and online advertising and content;

- (iv) Network, cable and local television and radio;
  - (v) Newspaper and magazine advertising and content;
  - (vi) Online advertising and content, including banners, leaderboards and skyscrapers;
  - (vii) Outdoor and indoor billboards, posters, signs and displays;
  - (viii) Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
  - (ix) Press releases, newsletters and e-alerts; and
  - (x) Hats, shirts and other apparel and gaming gear and peripherals.
- (b) You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.
- (c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.

### 8.3. Ownership of Advertising Materials, Feedback, Stats and Suggestions.

- (a) As between you and Blizzard, you are the sole owner of Your Brand Materials.
- (b) As between you and Blizzard, Blizzard shall be the sole owner of all of the following:
  - (i) Advertising Materials (but not Your Brand Materials that are incorporated into or used in the Advertising Materials);
  - (ii) Works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for a member of the Blizzard Group and that incorporate or make use of all or any part of Your Brand Materials (but not Your Brand Materials that are incorporated or used therein);
  - (iii) Suggestions, comments and other feedback that you may provide to Blizzard relating in any way to Heroes of the Storm, the Tournament, the Tournament Events or the business of

Blizzard and all improvements or enhancements to Heroes of the Storm, the Tournament, the Tournament Events and the business of Blizzard resulting therefrom;

(iv) Data and statistics relating to your play of Heroes of the Storm during the Tournament, and all feeds and data streams of such data and statistics; and

(v) Intellectual property rights in each of the foregoing.

(c) You agree not to engage, directly or indirectly, in any acts that might jeopardize, or contest or attempt to acquire, any rights of the Blizzard Group in the Advertising Materials or any of the foregoing items.

#### 8.4. Collection of Personal Data.

(a) Blizzard collected the information necessary to operate the Tournament at the time that you registered your Blizzard Account, and without limiting Blizzard's rights under its Online Privacy Policies, Blizzard will use such information to contact you for matters and events related to the operation of the Tournament.

(b) Blizzard will collect, store and use information collected in connection with the Tournament and Tournament Events (including information collected at live events) in accordance with Blizzard's Online Privacy Policy.

(c) By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

## 9. RESOLUTION OF DISPUTES

### 9.1. Applicability.

(a) This Section 9.0 applies to and governs any Dispute that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

### 9.2. Negotiations.

(a) In an effort to accelerate resolution and reduce the cost of any Dispute, you and Blizzard agree to first attempt to negotiate a resolution of any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding, unless one or more of the exceptions to negotiations and arbitration in Section 9.6 below apply.

- (b) Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your Blizzard Account.
- (c) You will send your notice to Blizzard at Blizzard Entertainment, Inc., 16215 Alton Parkway, Irvine, CA 92618, Attn.: General Counsel.

### 9.3. Binding Arbitration.

- (a) If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively resolved by binding arbitration, unless one or more of the exceptions to negotiations and arbitration in Section 9.6 below apply. Any election to arbitrate by one party will be final and binding on the other.
- (b) YOU SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND BLIZZARD EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.
- (c) The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>). If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator has authority to decide all issues of arbitrability, including where a party raises as a defense to arbitration that the claims in question are subject to one or more exceptions to negotiations and arbitration in Section 9.6 below.
- (d) Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or Blizzard can request the stay be lifted upon a showing of prejudice. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

### 9.4. Arbitration Procedures.

- (a) The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The decision of the arbitrator shall be final and binding on you and Blizzard, and any award of the arbitrator may be entered in any court of competent jurisdiction.

- (b) THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation. The parties understand that the right to discovery may be more limited in arbitration than in court.

9.5. Class and Collective Action Waiver.

- (a) You and Blizzard agree that any arbitration or court proceeding shall be limited to the Dispute between Blizzard and you individually.
- (b) You acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between you and Blizzard; (ii) there is no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) you will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or any dispute brought in court. Any Dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section 9.0.
- (c) If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then void, and any ongoing or future Dispute will be submitted to a court of competent jurisdiction within the County of Orange, State of California, United States of America, to the exclusion of arbitration. Any Dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.
- (d) Under no circumstances do you or Blizzard agree to class or collective procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings.

9.6. Location of Arbitration.

- (a) If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.
- (b) For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America.
- (c) Any Dispute not subject to arbitration shall be decided by solely a court of competent jurisdiction within the County of Orange, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.

- (d) You and Blizzard agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Dispute seeking to enforce or protect, or concerning the validity of, any of Blizzard's intellectual property rights; (ii) any Dispute related to, or arising from, claims that the other party has committed piracy or tortious interference; and (iii) any claim within the jurisdictional limits of the small claims courts.

#### 9.7. Governing Law.

- (a) All Disputes shall be governed by and construed under the laws of the United States of America and the law of the State of Delaware, without regard to choice of law principles, provided that Blizzard shall have the right to disqualify any Team Members that are rendered ineligible due to local law.
- (b) Players agree to be bound by these Official Rules and by the decisions of Blizzard with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## 10. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS

#### 10.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Tournament and all accompanying materials are copyright © 2018 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in the Tournament grants to you, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

#### 10.2. Changes to Heroes of the Storm.

- (a) Blizzard reserves the right to patch, update or improve Heroes of the Storm at any time to fix bugs, change balance or add features or functionality as deemed appropriate by the Blizzard, in its sole discretion, without suspending or canceling the Tour.
- (b) You agree that Blizzard will not be liable to you for any changes to Heroes of the Storm or these Official Rules.

10.3. Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for the Tournament that are in effect at the time of their publication. All previously issued rules, policies and practices (other than the Website Terms), whether in print or online, relating to the Tournament are superseded.
- (b) Blizzard reserves the right to revise, modify, change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any Team Member's participation in the Tournament should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the Tournament, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned.

10.4. No Employment Relationship.

- (a) You agree that you are not an employee or contractor of Blizzard or any other Blizzard Group member and are not entitled to employee or fringe benefits.
- (b) Nothing in these Official Rules shall be deemed or construed to create a partnership, joint venture or similar relationship or create fiduciary duties or responsibilities on the part of Blizzard or any other member of the Blizzard Group.

10.5. Communications.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Blizzard Account.
- (c) If you have any questions or comments about these Official Rules or the Tournament, please email them to [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com) or send written questions to: **2018 Heroes of the Storm HGC Finals c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.**

## 11. GLOSSARY

“**Active Roster**” means the five Eligible Participants who are designated as starters to play for a team in the Tournament.

“**Advertising Materials**” means (a) the websites of Blizzard and its streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) network, cable and local television and radio; (e) newspaper and magazine advertising and content; (f) online advertising and content, including banners, leaderboards and skyscrapers; (g) outdoor and indoor billboards, posters, signs and displays; (h) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (i) press releases, newsletters and e-alerts; and (j) hats, shirts and other apparel and gaming gear and peripherals.

“**Blizzard Account**” means a full Blizzard account registered on Blizzard’s online service that is in good standing and that remains in good standing throughout the Tournament.

“**Blizzard**”, “**we**” or “**us**” means Blizzard Entertainment, Inc. and its affiliates.

“**Blizzard Group**” means Blizzard, its parent and any of their respective affiliate companies and subsidiaries.

“**Dispute**” means any dispute, controversy, or claim, whether based on contract, tort, fraudulent misrepresentation, statute, regulation, constitution, common law, equity, or any other matter, that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

“**Eligible Country**” means the following countries: Argentina, Australia, Austria, Belarus, Belgium, Belize, Bolivia, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Ecuador, El Salvador, Estonia, Finland, France, Germany, Greece, Guatemala, Honduras, Hungary, Iceland, Ireland, Israel, Italy, Jamaica, Latvia, Lithuania, Luxembourg, Malaysia, Mexico, Netherlands, New Zealand, Nicaragua, Norway, Paraguay, People’s Republic of China, Peru, Philippines, Poland, Portugal, Puerto Rico, Republic of China (“Taiwan”), Republic of Korea, Romania, Russia, Serbia, Singapore, Slovakia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, Ukraine, United Kingdom, United States, Uruguay, Venezuela.

“**Eligible Participant**” mean a player who can demonstrate that he or she meets all of the eligibility requirements in Section 3.0 of these Official Rules and is not ineligible to participate in the Tournament under Section 3.4 or Section 6.11.

“**End User License Agreement**” means the Blizzard® End User License Agreement applicable to your use of Blizzard account. The current version of the End User License Agreement for US and Canadian Blizzard account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html>.

**“European Region”** means the following countries: Austria, Belgium, Belarus, Bulgaria, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Israel, Ireland, Italy, Latvia, Lithuania, Luxemburg, the Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, South Africa, Spain, Sweden, Switzerland, the Ukraine, Turkey, and the United Kingdom.

**“Group of Five”** means, for each team, the team’s five Active Roster players.

**“Latin American Region”** means the following countries: Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay, and Venezuela.

**“Official Rules”** means the 2018 Heroes of the Storm – HGC Finals Official Competition Rules, Terms and Conditions (*i.e.*, the rules, terms and conditions as set forth this document).

**“Online Privacy Policy”** means the Online Privacy Policy applicable to your use of Blizzard’s products and services. The current version of the Online Privacy Policy for US and Canadian Blizzard account holders is found at <http://us.blizzard.com/en-us/company/about/privacy.html>.

**“Qualifier”** means one of the regional qualification tournaments described in Section 5.2.

**“Southeast Asian Region”** means the following countries: Malaysia, the Philippines, Singapore, and Thailand.

**“Team Logo”** means the team’s name and logo and any other trade name, trademark, service mark or symbol used to brand or market the team in any country in the world, and any abbreviation, translation, contraction or simulation thereof, whether registered or unregistered.

**“Team Member”** means (a) the five starting players on the Active Roster of the team; (b) the team’s coach, if any; (c) the team’s manager; (d) each of the team’s owners, if any; and (e) the Team Representative, if any.

**“Team Representative”** means an individual with authority to make legally binding decisions (a) on behalf of the team, and (b) in connection with the Team Logo. In those cases where a team is a separately chartered or incorporated entity, the Team Representative may be an officer, managing director or managing partner of such entity with authority to make legally binding decisions on behalf of the team and its owners.

**“Tournament”** means the 2018 Heroes of the Storm HGC Finals.

**“Tournament Events”** means all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tournament.

**“Website Terms”** means (i) the Blizzard® End User License Agreement applicable to your use of Blizzard’s online service, (ii) the Online Privacy Policy applicable to your use of Blizzard’s online service, and (iii) any other terms and conditions governing use of the Blizzard website.

**“You”** means the player, coach, manager, owner or other Team Member who seeks to participate in the Tournament or a Tournament Event.

**“Your Brand Materials”** means your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory.

\* \* \*

**PLAYER PARTICIPATION AGREEMENT AND ACCEPTANCE FORM**

**Instructions:** The Heroes Global Championship Finals Official Rules, Terms and Conditions, including any updates or amendments thereto (“**Official Rules**”), govern the conduct of players, coaches, and managers of each team in the Heroes Global Championship Finals. You must accept the Official Rules in order to participate as a player, coach, or manager in the Heroes Global Championship Finals, and you must abide by the Official Rules in order to remain eligible to participate in the Heroes Global Championship Finals. You can accept the Official Rules by checking the “Accept” boxes below and by signing this Team Member Certificate and Acceptance Form (“**Team Member Form**”). If you check “Decline” on any of the boxes below, or if you don’t check either “Accept” or “Decline,” then you will not be permitted to participate in the Heroes Global Championship Finals.

<b>Player Information:</b>		
<b>Last Name:</b>	<b>First Name:</b>	
<b>Email Address (used on your Battle.net Account):</b>	<b>Date of Birth:</b>	<b>Age:</b>
<b>Citizenship:</b>		

<b>Acceptance of the Official Rules:</b>	
I hereby acknowledge receipt of, or access to, the Official Rules. I understand that my compliance with the Official Rules is a condition of my participation as a player, coach, or manager of a team in the Heroes Global Championship Finals. I acknowledge that Blizzard Entertainment, Inc. reserves the right to impose discipline for any conduct that violates the Official Rules, including public reprimands, fines, suspensions, debarment and/or disqualifications. I have carefully read and I understand the Official Rules. I understand and support the standards set forth in the Official Rules, and I will act in accordance with them.	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>

<b>License to Use Name and Likeness:</b>	
I hereby grant to Blizzard Entertainment, Inc. a sublicensable, royalty-free, fully paid-up, worldwide, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use my name, nickname, tag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory, and create derivative works thereof, in any and all present and future media, on or in connection with (a) any group licensing or other agreements with third parties that are negotiated by Blizzard Entertainment, Inc., (b) the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any Tournament game, match or other event (whether in full or in part and whether on a live or delayed basis and whether of all or any part of such Tournament game, match or other event); (c) activities related to the advertising, marketing and promotion of the Heroes Global Championship Finals, Blizzard Entertainment and <i>Heroes of the Storm</i> ; and/or (d) the distribution, advertising, promotion and sale of the products and services of Blizzard Entertainment, including skins and other in-game or digital merchandise.	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>

<b>Limitations of Liability:</b>	
I agree that the liability of Blizzard Entertainment, Inc., and their respective affiliate companies to me for all harm, damages, injury or loss shall be limited to my direct damages not to exceed US \$500.00, and this shall be my only remedy regardless of what legal theory is used to determine that Blizzard Entertainment, Inc., or any of their respective affiliate companies was liable for the harm, damages, injury or loss. Multiple claims will not expand this limitation. I further agree to the other disclaimers and limitations of liability in Section 7 of the Official Rules.	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>

<b>Other Terms and Conditions:</b>	
This Team Member Form shall be governed by the laws of the State of Delaware, USA, without regard to choice of law principles. This Team Member Form shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives. Any dispute with or claim against Blizzard Entertainment, Inc., or any of its respective affiliate companies arising out of or based on this Team Member Form or your participation in the Heroes Global Championship Finals shall be governed by Section 9 of the Official Rules. If any provision of this Team Member Form is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. In entering into this Team Member Form you are not relying on any oral or written statements or representations made by any person with respect to the Heroes Global Championship Finals. This Team Member Form is in addition to, and not in lieu of, the Official Rules and may not be amended except by a written amendment signed by Blizzard Entertainment, Inc.. In the event of a conflict between the Official Rules and this Team Member Form, the Official Rules shall govern and control.	
<b>Signature of Team Member:</b> X	<b>Date Signed:</b>

## TEAM PARTICIPATION AGREEMENT AND ACCEPTANCE FORM

**Instructions:** The Heroes Global Championship Finals Official Rules, Terms and Conditions, including any updates or amendments thereto (“**Official Rules**”), govern the conduct, rights and responsibilities of each team in the Heroes Global Championship Finals. Each team must accept the Official Rules in order to participate in the Heroes Global Championship Finals, and each team must abide by the Official Rules in order to remain eligible to participate in the Heroes Global Championship Finals. You can accept the Official Rules by checking the “Accept” boxes below and by signing this Team Certificate and Acceptance Form (“**Team Form**”). If you check “Decline” on any of the boxes below, or if you don’t check either “Accept” or “Decline,” then you will not be permitted to participate in the Heroes Global Championship Finals.

<b>Team Information:</b>	
<b>Team Name:</b>	<b>Team Owner:</b>
<b>Address:</b>	<b>Team Owner email address:</b>
	<b>Team Owner phone number:</b>
<b>Acceptance of the Official Rules:</b>	
<p>The Team hereby acknowledge receipt of, or access to, the Official Rules. The Team understands that the Team’s compliance with the Official Rules is a condition of the Team’s participation in the Heroes Global Championship Finals. I acknowledge that Blizzard Entertainment, Inc. reserves the right to impose discipline for any conduct that violates the Official Rules, including public reprimands, fines, suspensions, debarment and/or disqualifications. I have carefully read and I, on behalf of the Team, understand the Official Rules. I, on behalf of the Team, understand and support the standards set forth in the Official Rules, and the Team will act in accordance with them.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>
<b>License to Use Name and Trademarks:</b>	
<p>The Team hereby grants to Blizzard Entertainment, Inc. a sublicensable, royalty-free, fully paid-up, worldwide, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use the Team’s and the Team’s players’ name, nickname, tag, logo, initials, likeness, image, photographs, animations, autographs, voices, public personas, biographical information and backstory, and create derivative works thereof, in any and all present and future media, on or in connection with (a) any group licensing or other agreements with third parties that are negotiated by Blizzard Entertainment, Inc., (b) the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any Tournament game, match or other event (whether in full or in part and whether on a live or delayed basis and whether of all or any part of such Tournament game, match or other event); (c) activities related to the advertising, marketing and promotion of the Heroes Global Championship Finals, Blizzard Entertainment and Heroes of the Storm; and/or (d) the distribution, advertising, promotion and sale of the products and services of Blizzard Entertainment, including skins and other in-game or digital merchandise.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>
<b>Limitations of Liability:</b>	
<p>The Team agrees that the liability of Blizzard Entertainment, Inc., and their respective affiliate companies to the Team for all harm, damages, injury or loss related to or arising out of the Tournament, including but not limited to any dispute between the Team and its players, shall be limited to the Team’s direct damages not to exceed US \$500.00, and this shall be the Team’s only remedy regardless of what legal theory is used to determine that Blizzard Entertainment, Inc., or any of their respective affiliate companies was liable for the harm, damages, injury or loss. Multiple claims will not expand this limitation. The Team further agrees to the other disclaimers and limitations of liability in Section 7 of the Official Rules.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>
<b>Other Terms and Conditions:</b>	
<p>This Team Form shall be governed by the laws of the State of Delaware, USA, without regard to choice of law principles. This Team Form shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives. Any dispute with or claim against Blizzard Entertainment, Inc., or any of its respective affiliate companies arising out of or based on this Team Form or your participation in the Heroes Global Championship Finals shall be governed by Section 9 of the Official Rules. If any provision of this Team Form is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. In entering into this Team Form you are not relying on any oral or written statements or representations made by any person with respect to the Heroes Global Championship Finals. This Team Form is in addition to, and not in lieu of, the Official Rules and may not be amended except by a written amendment signed by Blizzard Entertainment, Inc.. In the event of a conflict between the Official Rules and this Team Form, the Official Rules shall govern and control.</p>	
<b>Signature of Authorized Representative:</b>	<b>Date Signed:</b>
<b>Name of Authorized Representative:</b>	<b>Title of Authorized Representative:</b>