

**MASTERS TOUR**  
**2023 OFFICIAL RULES V1.1**

# 1. INTRODUCTION

These Masters Tour Official Rules (the “Official Rules”) governs all 2023 Masters Tour competitions organized by Blizzard Entertainment, Inc. or certain third parties designated by Blizzard (the “Tournament(s)”). All references to “Blizzard”, “we” or “us” in these Official Rules means Blizzard Entertainment, Inc. and its affiliates. These Official Rules establishes the rules of play, player eligibility, formats and structure, invites, prize awards, sponsorships, player conduct, and important legal terms which govern your participation in all Masters Tour Tournaments.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN ANY TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 9(9) AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 9(7). THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE RULES.

These Official Rules form a contract between you, Blizzard, and its affiliates who are engaged in operating the Tournaments. You are required to read, understand, and agree to these Official Rules as a condition of participating in any Tournament. If you do not agree to these Official Rules and meet all of the eligibility requirements stated in these Official Rules, you may not participate in any Tournament.

## 2. APPLICABILITY OF RULES & OTHER TERMS

### 2.1 Acknowledgement of These Official Rules.

- a. You acknowledge your acceptance of these Official Rules by:
  - i. entering and/or participating in a game or match that is part of any Tournament, or
  - ii. signing or accepting a player participation form for any Tournament, either in print or online, if such form exists.
- b. If you are over the age of 13 but under the age of majority (as described in Section 3.4), your parent or legal guardian must acknowledge your acceptance of these Official Rules on your behalf.

- c. If you (or your parent or legal guardian) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Tournament.

## 2.2 Applicability of Website Terms.

- a. Your participation in any Tournament is subject to the current Website Terms applicable to your Blizzard Battle.net® account, which are incorporated by reference into these Official Rules. “Website Terms” means the Battle.net® End User License Agreement applicable to your use of Hearthstone and the Battle.net platform, the Online Privacy Policy applicable to your use of Blizzard’s products and services, and the other terms and conditions governing use of the Battle.net website. Blizzard’s Website Terms can be found below:
  - i. North America: <https://www.blizzard.com/en-us/legal>
  - ii. Latin America: <https://www.blizzard.com/es-mx/legal>
  - iii. Brazil: <https://www.blizzard.com/pt-br/legal>
  - iv. Europe: <https://www.blizzard.com/en-gb/legal>
  - v. Korea: <https://www.blizzard.com/ko-kr/legal>
  - vi. South East Asia, Australia, New Zealand: <https://www.blizzard.com/en-sg/legal>
  - vii. Thailand: <https://www.blizzard.com/th-th/legal>
  - viii. Japan: <https://www.blizzard.com/ja-jp/legal>
  - ix. Taiwan: <https://www.blizzard.com/zh-tw/legal>
- b. Your failure to adhere to the terms of these Official Rules or the Website Terms may subject you to game or match forfeitures, disqualifications from Tournaments, prize forfeitures, other disciplinary action, and legal claims, as described in the applicable terms.

## **3. ELIGIBILITY**

### 3.1 Participation and Eligibility.

- a. You may participate in a Tournament so long as your participation does not violate applicable local laws and/or the federal, state and local laws of the United States, including any such

laws applicable to jurisdictions outside the United States. You are responsible for ensuring that your participation in any Tournament is compliant with all laws of the jurisdiction(s) in which you are a resident, and you must take all steps necessary to ensure such compliance. You may only travel to participate in a Tournament in-person if you hold a valid passport for your travel and participation. You must also obtain any necessary visa or other governmental authorization required for your participation in any such Tournament, whether online or in-person (including any travel required to or from any venue for the Tournaments). Blizzard does not take responsibility for your compliance with local laws and visa requirements. Specific programs may have more restrictive regional requirements for participation and may exclude your participation based on regionality. In such cases, the regional requirements of that specific Tournament's rules shall govern your eligibility for that specific Tournament.

- b. In order to be eligible to participate in any Tournament, you must:
- i. have downloaded the Hearthstone game client;
  - ii. have authorized access to a full Battle.net account registered on Blizzard's Battle.net service appropriate for your region as defined by the specific Tournament program. A Battle.net lite account is not sufficient for participation in Tournaments;
  - iii. have a Battle.net account that is in good standing at the start of the Tournament and remain in good standing throughout the Tournament;
  - iv. have a valid email address associated with your Battle.net Account as Blizzard reserves the right to verify the email address that you provide;
  - v. be a natural person (i.e., not a corporation, partnership, or other legal entity) who is the same individual who registered the Battle.net Account, unless you are a minor using a Battle.net Account registered by your parent or legal guardian;
  - vi. not already be participating in that Tournament. One entry into the tournament per person;
  - vii. not be on Blizzard's Hearthstone suspended player list, which can be found at [blizz.ly/suspended](http://blizz.ly/suspended); and

- viii. have not been told by a Blizzard representative that you are currently under investigation for a Tournament infraction and that you may not participate in Hearthstone tournaments during such investigation.
- c. All Tournaments are limited to one entry per person, regardless of the number of Battle.net accounts you may have registered.
- d. Notwithstanding anything to the contrary contained in these Official Rules, Blizzard shall have the right in its sole and absolute discretion to determine the eligibility of any and all Tournament participants. You acknowledge and agree that your eligibility status as determined by Blizzard may change at any time and such determination shall be final.

### 3.2 Regional Eligibility.

- a. You may only participate in a Tournament if you are a legal resident of the Americas, Asia-Pacific, or Europe regions, as defined below:
  - i. “Americas” means: United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela.
  - ii. “Asia-Pacific” means: Australia, Indonesia, Hong Kong, India, Japan, Macau, Malaysia, New Zealand, The Philippines, Singapore, South Korea, Taiwan, Thailand, and Vietnam.
  - iii. “Europe” means: Algeria, Austria, Bahrain, Belarus, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Iraq, Ireland, Israel, Italy, Jordan, Kazakhstan, Kuwait, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Malta, Morocco, Netherlands, Norway, Oman, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Kingdom of Saudi Arabia, South Africa, Spain, State of Qatar, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Arab Emirates, and the United Kingdom.
- b. Blizzard reserves the right, in its sole discretion, to add additional eligible countries or regions to any of the lists above at any time.

### 3.3 Proof of Residency Requirements.

- a. You may be required to provide proof that you are either a citizen or a legal resident of a country in the region whose residents are eligible to participate in that Tournament.
- b. In order to prove residency for such Tournaments, you must provide Blizzard with a Battle.net Account for verification purposes, and the country of residence of your Battle.net Account must be one of the eligible countries in the region where the Tournament is held. Your BattleTag must match the tag of your public persona, Blizzard or the Tournament organizer of the Tournament must pre-approve your BattleTag before you can enter the Tournament, and you are not eligible to change the approved BattleTag until the end of the Tournament.
- c. You may be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence. A valid photo ID could include a government-issued driver's license, military photo identification card or passport. If you have any questions about the residency requirements, email [hearthstoneadmin@blizzard.com](mailto:hearthstoneadmin@blizzard.com), and Blizzard can begin the verification process.
- d. Players may periodically adjust their residency with Blizzard by contacting Blizzard customer service and adjusting their Battle.net information. Following that change, the player must notify [hearthstoneadmin@blizzard.com](mailto:hearthstoneadmin@blizzard.com) if their new residency places them into a different region (for example from Europe to Americas).
- e. Notwithstanding anything to the contrary contained in these Official Rules, participation is prohibited if such participation in your jurisdiction is in violation of applicable local laws and/or the federal, state and local laws of the United States, including any such laws applicable to jurisdictions outside the United States.

#### 3.4 Minimum Age Requirements.

- a. You may participate in a Tournament if you have reached the age of majority in your country of residence at the start of the Tournament. Tournament start dates are outlined in the rules for a specific Tournament. Some Tournaments may have additional age requirements.
- b. If you are under the legal age of majority in your country of residence, but over the age of 13 as of the Tournament start date, 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, otherwise comply with all country and local regulation for Tournament participation, and one of your

parents or legal guardians reads and acknowledges your acceptance the terms contained in these Official Rules on your behalf.

- c. In addition to your parents or legal guardians reading and acknowledging your acceptance of the terms contained in these Official Rules, it is important to keep your parents or legal guardians informed of your participation in such Tournament. Should you qualify for Tournament live events, your parents or legal guardians must be involved in assisting with travel, signing waivers, and communication.

### 3.5 Ineligible Players.

- a. You may only participate in a Tournament if you have received an invitation from Blizzard to participate in that Tournament. Blizzard reserves the right to issue or withdraw Tournament invitations, and to declare any person ineligible for any Tournament, in its sole discretion and at any time. Players who have received an invitation to participate in a specific Tournament are only invited to participate in that specific Tournament. Limit one Tournament invitation per person, per Tournament.
- b. 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 participate in any Tournaments, win any prizes, or to have any share or interest of any Tournament player's prize.
- c. In addition, for a Tournament administered by a third party; directors, officers and employees of the entity operating the Tournament, 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 participate in any Tournaments, win any prizes, or to have any share or interest of any Tournament player's prize.

## 4. TOURNAMENT STRUCTURE

### 4.1 General.

- a. This section covers the specifics of how each Tournament will operate. The 2023 Hearthstone Masters Tour will consist of three Season Championships Tournaments (each a "Season Championship") which lead into a World Championship Tournament (the "World

Championship”). Blizzard, in its sole discretion, will determine the dates, times, and locations for all Tournaments.

4.2 How to Qualify for a Season Championship.

- a. Each Season Championship will consist of 16 players. To qualify for a Season Championship, players will collect Competitive Points based on how highly they finish on the in-game Hearthstone Standard Ranked ladder during a designated qualifying period.
- b. There will be three Season Championship events that take place in 2023. The qualifying period for the first event is January, February and March. The qualifying period for the second event is April, May and June. The qualifying period for the third event is July, August and September. Each month’s results can be found on the leaderboard at [playhearthstone.com](http://playhearthstone.com).
- c. Competitive Points are awarded as follows:

<b>Competitive Points Awarded From Ladder Each Month</b>	
Rank 1 ladder finish	8 points
Rank 2-5	7 points
Rank 6-10	6 points
Rank 11-20	5 points
Rank 21-30	4 points
Rank 31-40	3 points
Rank 41-50	2 points
Rank 51-100	1 point

- d. Season Championship invites will be awarded in the following order: The Top 4 eligible points earners from a designated qualifying period from each of the three regions – Americas, Europe and Asia-Pacific – will be invited. In the event that a Top 4 points earner is ineligible to participate or declines their invitation, the next highest points earner from that player’s region will be invited. This process will continue until 12 players have accepted invitations. Afterward, the 4 highest remaining eligible points earners from any of the three regions will be invited. In the event that one of the 4 highest remaining points earners is ineligible to

participate or declines their invitation, the next highest points earner, regardless of region, will be invited until all 16 spots in the Season Championship event have been secured.

- e. In the event that two or more players are tied for the same number of qualifying points at the end of a qualifying period, the tiebreaker will be the player who finished with a higher rank on the ladder in any one month. In the event players are tied for the highest finish, the second highest finish is assessed, and the process continues until there is a clear winner. In the event that players are tied with the exact same ladder finishes for every month in a qualifying period, Blizzard will organize a tiebreaker match phase at its sole discretion.
- f. Players may earn competitive points based on their final placements on any region's ladder regardless of their residency. Invites, however, are based on players' legal residency, as described in Section 3.2 above. Competitive Points do not "trickle down." For example, if one player finished Rank 1 Legend on all three servers in the same month, that player alone would earn 8 competitive points for that month and no other player would for that month.
- g. Ladder invitations are tied specifically to BattleTags. If a player qualifies with multiple BattleTags, every BattleTag that does not already have a preexisting invitation to the Tournament event will receive an invitation.

#### 4.3 Tournament Competition in General.

- a. For each Tournament, Blizzard will provide competitors with special player accounts with unlocked Hearthstone card collections for the purposes of Tournament play ("Super Accounts"). Players are required to use Super Accounts for all Tournament matches.
- b. Each Tournament will be held on a specific Hearthstone server region: Americas, Asia Pacific, or Europe. Players may play in any tournament regardless of their residency, subject to all other residency requirements outlined in these Official Rules.
- c. Players must compete using standard-format Hearthstone decks for all Tournament matches. Blizzard may require that Tournament matches be played using a specific build of the Hearthstone game client which may be different from the patch that is publicly available in Hearthstone at the time of the Tournament. In such an event, Blizzard will communicate such changes to Tournament participants ahead of the respective Tournament.
- d. Tournament participants are required to register with tournament administrators on the day before the first day of the Tournament, unless otherwise announced by Blizzard. This

registration is mandatory and aids tournament planning and operations. In the event that a player fails to register prior to the scheduled time, which can be found on <https://playhearthstone.com/en-us/esports/programs/masters-tour> (click through to the specific Masters Tour events page), late players will be subjected to late registration penalties as outlined in these Official Rules and will need to register during the late registration period prior to the start of the Tournament. If a player fails to register during both registration periods, Blizzard, in its sole discretion, may allow the player to participate in the Tournament with match losses for the rounds that they missed, or may prohibit the player from participating in the Tournament entirely.

#### 4.4 Season Championship Competition Structure.

- a. Each Season Championship will feature four Ro16 dual elimination groups. The two players who secure two match wins before incurring two match losses in their group will advance out of each of the four groups and into Top 8.
- b. The eight players who advance out of groups will form a Single Elimination bracket. In each of the four initial pairings in the Top 8, a player who finished with a 2-0 score in their group will be paired against a player who finished 2-1 in their group.
- c. The player who finished 2-0 in Group A will be paired against the player who finished 2-1 in Group B. The player who finished 2-0 in Group B will be paired against the player who finished 2-1 in Group A. The player who finished 2-0 in Group C will be paired against the player who finished 2-1 in Group D. The player who finished 2-0 in Group D will be paired against the player who finished 2-1 in Group C.

#### 4.5 World Championship Competition Structure.

- a. The World Championship will consist of 8 players. Invites will be sent in the following order: First, the winner of each of the Season Championships will be invited. In the event that a Season Championship winner is ineligible to participate or declines their invitation, the next highest finisher from that Season Championship will be invited. This process will continue until 3 invites have been awarded.
- b. Second, each of the three region's highest Competitive Points earner during the qualification period of January through November will be invited. In the event that a number one points earner is ineligible to participate or declines their invitation or already earned an invite

through a Season Championship, the next highest points earner from their region will be invited. This process will continue until 3 more invites have been awarded.

- c. Lastly, the two players with the most Competitive Points during the qualification period of January through November from any region will be invited. In the event that a number one points earner is ineligible to participate or declines their invitation or already earned an invite through a Season Championship, the next highest points earner, regardless of region, will be invited. This process will continue until the last 2 invites have been awarded.
- d. The World Championship will feature two dual elimination groups. The Two players who secure two match wins before incurring two match losses in their group will advance out of each of the two groups and into Top 4. In each of the two initial pairings in the Top 4, a player who finished with a 2-0 score in their group will be paired against a player who finished 2-1 in their group. The 4 remaining players will play two semifinal matches, and the winner of those matches will play in the grand finals until a world champion has been determined.

4.6 Prize Awards.

- a. Winners of the World Championship will receive the following prizes:

World Championship Prizes	
1st place	\$100,000 USD
2nd place	\$60,000 USD
3rd-4th place	\$40,000 USD per player
5th-6th place	\$30,000 USD per player
7th-8th place	\$25,000 USD per player

- b. Winners of each Masters Tour Season Championship will receive the following prizes:

MT Prizes	
1st place	\$10,000 USD
2nd place	\$8,000 USD
3rd-4th place	\$5,000 USD per player
5th-8th place	\$3,000 USD per player
9th-12th place	\$1,500 USD per player
13th-16th place	\$1,000 USD per player

- c. The awarding of prizes is void where prohibited or restricted.
- d. State and local taxes, including VAT taxes which are associated with the receipt or use of any prizes, are the sole responsibility of the prize winner. All cash prizes will be paid in US dollars. Winners may be required to complete and submit tax and payment documentation as a condition of receiving a prize.
- e. As a condition of being awarded any prize, winners will also be required to execute and deliver to Blizzard a signed affidavit of eligibility, a written acceptance of these Official Rules and any other applicable competition rules, a release of liability, and any other documentation which may be requested by Blizzard or a Tournament organizer. 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 within seven (7) 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.
- f. Prizes are not transferable. Notwithstanding the forgoing, a player may request that Blizzard pay a prize award to that player's contracted team organization, or another person, provided that Blizzard receives a signed prize payment transfer document from the player (Blizzard will provide such document upon request). Blizzard reserves the right to refuse prize payments to any team organization in its sole discretion.

- g. 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.

#### 4.7 Travel and Expenses in the Event of an In-person Tournament Event.

- a. In the event that Blizzard designates any Tournament event as a live, in-person Tournament, Blizzard may, in its sole discretion, make travel arrangements for players who qualify for sponsored travel and pay the expenses to the vendor directly. Any travel expense incurred by players on their own will not be reimbursed. All Blizzard-provided travel must take place on the dates and times that Blizzard specifies.
- b. Players, at their own cost, must secure all necessary visas, passports, and other travel documentation required to travel to and compete in the country where a live Tournament is taking place. Failure to secure the necessary visas, passports, and other travel documentation or denial of entry to a country where a live Tournament is taking place will result in disqualification from that specific live Tournament.
- c. All players are responsible for all costs and/or expenses associated with their participation in the Tournament, and receipt of any prize that are not specifically designated as the responsibility of Blizzard in the Tournament specific rules.
- d. Should a player who qualifies for any in-person Tournament game or match be a minor under applicable law, the player's parent or legal guardian must travel on the same itinerary with the minor player. Any required player's parent or guardian shall be responsible for their own travel, including transportation and lodging, and/or any additional costs expenses associated with obtaining the necessary visas, passports, or other travel documentation.

## 5. TOURNAMENT MECHANICS

### 5.1 General.

- a. This section covers general Tournament mechanics that are applicable to all Hearthstone Tournaments. If individual Tournament mechanics differ from the specific mechanics outlined in this document, they will be outlined in the Tournament specific rules and will take precedence over these rules.

### 5.2 Card Collections.

- a. Each player must use Hearthstone card decks that the player has created (using cards that the player has collected) on the designated regional Battle.net game server where a Tournament is to be played. Card decks created on Battle.net game servers outside of a Tournament's designated regional Battle.net server are not eligible for play in such Tournament.
- b. In certain Tournaments, Blizzard may provide competitors with special accounts with unlocked card collections for the purposes of Tournament play ("Super Accounts"). All Super Accounts will be provided in Blizzard's sole discretion. Players are required to use Super Accounts for Tournament competition if provided by Blizzard. In such cases, Blizzard will attempt, but is under no obligation, to communicate to players when Super Accounts will be mandatory prior to the applicable Tournament.

### 5.3 Formats.

- a. Blizzard supports multiple Tournament formats for competitive matches, with Conquest being the most common format. Other Tournament formats will be described in the program specific Tournament rules.

### 5.4 Best of X game matches.

- a. Most competitive Hearthstone matches use a best of "X" number of games. The most typical format is a best of 3 games. A player wins a best of X match when they accumulate more than half of all possible game wins in that match. Individual program rules will describe the match formats for individual Tournaments.

### 5.5 Conquest.

- a. Conquest format follows these rules:
- b. Each player must submit deck lists from unique classes prior to the Tournament. The number of decks a player must submit is governed by the individual tournament rules. The number of classes required must always be more than the number of games required to win a match at any point during a tournament. For example, for a best of 3 Tournament format with a ban, players must submit 3 decks minimum.
- c. When a player wins a game, the deck used by the winning player is now locked and cannot be used for the remainder of the match.

- d. When a player loses, the deck used by the losing player does not lock and can be re-used immediately, or they may switch to a different deck of their choice from their remaining submitted lists.
- e. Players will be told what classes their opponent has available, but class selection for a game is not revealed until both players have chosen.

#### 5.6 Last Hero Standing.

- a. Last Hero Standing format follows these rules:
- b. Each player must submit deck lists from unique classes prior to the Tournament. The number of decks a player must submit is governed by the individual tournament rules. The number of classes required must always be more than the number of games required to win a match at any point during a tournament. For example, for a best of 3 Tournament format with a ban, players must submit 3 decks minimum.
- c. Players must defeat each of their opponent's unbanned decks to win the match.
- d. When a player wins a game, the deck used by the losing player is now locked and cannot be used for the remainder of the match.
- e. The winning player must continue playing with the winning deck. The losing player must switch to a different deck of their choice.
- f. Players will be told what classes their opponent has available, but class selection for a game is not revealed until both players have chosen.

#### 5.7 Trio

- a. Trio format follows these rules:
- b. Prior to the start of a Trio tournament, Blizzard or the Tournament organizer will provide players with groups of three different classes. Blizzard or the Tournament organizer reserves the right to determine how many different groups are offered as well as the method by which the groups of three classes are selected. Multiple groups may share one or two classes, but no two groups can be identical.

- c. All players choose from one of the groups of three classes “blindly” without knowledge of other players’ selections. Once a player has made a selection, they must submit a three-deck lineup to the Tournament that features their selected group of three classes.
- d. Within a match, the Trio format is identical to a best-of-five match of conquest without a ban phase. When a player wins a game, the deck used by the winning player is now locked and cannot be used for the remainder of the match. The first player to accumulate three game wins is the match winner.

#### 5.8 Bans, Shields, and Picks.

- a. For Tournament formats that require players to ban opponents’ decks, shield a deck from being banned, or to pick their deck prior to the start of a match, the following rules will be used:
  - b. If a tournament dictates, prior to banning an opponent’s class, both players may need to select one of their own classes that can no longer be banned during the “shield phase”. Both players will know their opponents’ chosen classes before banning. Both players will individually and in secret communicate their shielded class to the Tournament administrator in charge of their match at the same time “blind” (i.e., without knowing which class the other player banned). The player who is communicating their shielded class first must take care to ensure that their opponent does not hear, see, or otherwise gain knowledge of their shield selection. Each player has up to 2 minutes to select a class to shield.
  - c. After a shield phase, players will continue with bans as normal with the exception that the opponent’s shielded class cannot be a ban option. A tournament may not have a shield phase without a ban.
  - d. If a tournament dictates that there is a ban phase, both players will ban one class (i.e., identify a class that their opponent will not be permitted to play that match). Both players will know their opponents’ chosen classes before banning. Both players will individually and in secret communicate their bans to the Tournament administrator in charge of their match at the same time “blind” (i.e., without knowing which class the other player banned). The player who is communicating their ban first must take care to ensure that their opponent does not hear, see, or otherwise gain knowledge of their ban selection. Each player has up to 2 minutes to select their ban.

- e. Once both players have communicated their ban selections to the Tournament official responsible for the bans and picks the Tournament official will then inform both players of the ban selections for the match.
- f. Once both players know the bans for the match, each player has up to 2 minutes to select their first deck. Both players must individually and in secret communicate to the Tournament administrator their picks. The player who is communicating their pick first must take care to ensure that their opponent does not hear, see, or otherwise gain knowledge of their pick.
- g. In Tournaments using an online Tournament platform that supports the deck ban and pick process, players must input their deck bans and picks directly into the platform and may not be required to communicate ban and pick selections to Tournament officials.
- h. Following game one, players may make their next deck selection within the game client, and if required, should communicate the selection to the Tournament officials.

#### 5.9 Deck Lists.

- a. Players must submit deck lists to Tournament officials within the timeframe outlined in the Tournament specific rules. When submitting deck lists, players must provide the Tournament officials with deck list codes through the method outlined in the Tournament specific rules. A screenshot of a deck is not a valid method to submit a deck list.
- b. In the event of a dispute, the deck list code is the official record of the player's deck.
- c. Some Tournaments will provide deck lists to registered players ahead of the start of the Tournament. In such cases, all players must have access to the deck lists at the same time.

#### 5.10 Written Notes and Deck Tracking Software.

- a. Players may make handwritten notes on a blank piece of paper while competing in live and online Tournament matches. Players may not bring outside notes to the match. Tournament organizers reserve the right to impose additional requirements on note taking at their sole discretion. Additional restrictions may include, but are not limited to, requiring that all player notes be taken using materials provided by the Tournament organizer. All players must allow any Tournament official to inspect their note-taking materials and written notes upon request.
- b. Players may, at their sole risk and responsibility, use deck tracking software applications during online Tournament matches subject to the requirements described in these Official

Rules(“Deck Tracker(s)”). A Deck Tracker may be used by a player during an online Tournament match so long as all of the following requirements are met:

- i. The Tournament’s specific rules do not prohibit Deck Trackers.
- ii. Use of the Deck Tracker complies with all of the terms of these Official Rules.
- iii. Use of the Deck Tracker complies with all of Blizzard’s Website Terms, which include but are not limited to the Blizzard End User License Agreement.
- iv. The Deck Tracker only provides information to the player that could otherwise be obtained from the player’s perspective via observation of the unaugmented Hearthstone game interface.

c. Failure to adhere to all of the Deck Tracking requirements outlined herein may result in disciplinary action.

#### 5.11 Spectators.

a. Players may not allow others to spectate their match using the Hearthstone game client during Tournament play, and must actively kick all unauthorized spectators from the game. Official Tournament organizer accounts, typically used for broadcasting tournament matches or to observe a certain category of games are exceptions to this rule. Organizers will provide a list of official spectator accounts to players at the start of a Tournament.

#### 5.12 Game Ties.

a. When the game ends with both heroes exploding, the game is considered both a win and a loss for both players. This can happen as a normal game play process (e.g., a player plays a spell that causes lethal damage to both players) or when the internal game-turns timer hits the limit for the maximum number of turns in a game. Both players’ game records increase by 1 game win and loss, and may result in a match win for one of the players. In a case where the game score is tied and applying a win to both players produces no accurate match winner (e.g., during a best of 3 match, game 3 ends in this way), then there are two possible outcomes:

- i. If both players were at a positive hero health at the end of the game, the player with the higher combined total of hero health and armor is the winner of that game.

- ii. Otherwise, if both players are at a negative hero health at the end of the game, the game must be replayed.

#### 5.13 Hardware and Software Failures.

- a. During a Bring-Your-Own-Device Tournament (a “BYOD Tournament”), players are responsible for maintaining the hardware and software associated with the device that they use to compete. During the course of the match, if a player experiences a hardware failure that causes them to disconnect from the game, experience a game crash or a freeze, experience a game stopping bug in the Hearthstone game client, or otherwise renders the player unable to continue playing the game, they will be subject to the game or match disconnection rules as outlined herein.
- b. Players who experience any client-side graphical freeze which renders the player unable to continue playing the game may attempt to reconnect to the game. No consideration will be provided for any time or game turns skipped within such game. Games experiencing client-side graphical freezes are not subject to a restart, or considerations of the board state to determine a winner.

#### 5.14 Banned Cards List.

- a. Certain cards in Hearthstone are banned from Tournaments and may not be registered for or played during a Tournament. Certain cards may be on the list of banned cards but may still be played if obtained through in-game generation. Players can find the most current list of banned cards here: [blizz.ly/HSrules](http://blizz.ly/HSrules).

#### 5.15 Software Bugs and Exploits.

- a. Any intentional use, or attempted use, by a player of any bugs or exploits in the game may result in a forfeit of the match and disqualification from the Tournament. Blizzard, at its sole discretion, will determine bugs and exploits.
- b. Players who are found to have manipulated in-game MMR mechanics for the purpose of improving their chances of securing invites to Tournaments (as determinable in Blizzard’s sole discretion) are considered to be cheating and may not be invited to Tournaments or may be disqualified from Tournaments they have already been invited to.

- c. Blizzard, at its sole discretion, may communicate to players a list of known bugs and the administrative outcomes of encountering such bugs in the game. These administrative outcomes may be an exception to the general bug or exploits policy.

#### 5.16 Hardware.

- a. For BYOD Tournaments, players must follow rules outlined by the Tournament organizer regarding the specific equipment type that is allowed for the Tournament.
- b. Tournaments that provide equipment to competitors follow these general rules. Unless explicitly authorized by a Tournament official, players are prohibited from adjusting any computer settings outside the settings of the game client. Players may not bring their own electronic storage devices or peripherals to such Tournaments, and are prohibited from attaching any electronic storage devices or peripherals to devices provided by the Tournament organizer, including but are not limited to keyboards, mice, and headphones.
- c. At the request of Tournament officials for certain Tournaments, players must surrender to a Tournament administrator personal equipment including devices that may offer two way communication capabilities such as cell phones, tablet devices, or smart watches while a game or a match is played. All personal equipment must be in an enclosed bag.

## 6. PLAYER INFRACTIONS AND PENALTIES

### 6.1 Penalty List and Disciplinary Action.

- a. In order to preserve the integrity of the Tournament and Blizzard's reputation for open and fair competition, Blizzard reserves the right to monitor compliance with the terms of these Official Rules and impose sanctions for violations. This section covers some of the penalties that Tournament officials have at their disposal for rule infractions.
- b. When Tournament organizers observe infractions in Tournaments, they will address the infraction with the player, advise them on the penalty for the infraction, and advise the player on the consequences of continuing with similar infractions.
  - i. **Warning.** A warning is an official recorded notice to a player for a minor Tournament infraction.
  - ii. **Game Loss.** A game loss is a forced automatic loss for a single game of Hearthstone. A game loss penalty should be applied towards the current game in progress. If there

is no currently in-progress game, then the penalty is applied towards the next game. Players receiving the game loss penalty may continue their match, unless the game loss penalty resulted in the number of necessary wins for the opponent and ended the match. In formats where players are required to make decisions on subsequent deck selections a game loss penalty has additional rules and considerations.

- For Conquest Tournament formats, if one or both players received a game loss prior to start of game one or between games, the player who received the loss chooses what class is now locked from the other player's lineup and cannot be used for the remainder of the match.
  - For Last Hero Standing Tournament formats, if one or both players received a game loss prior to start of game one or between games, the player who received the game loss will choose what class is locked from their lineup and cannot be used for the remainder of the match.
- iii. Match Loss. A match loss infraction is a forced automatic loss for the entire Tournament match. The match loss penalty should be applied towards the current match in progress. If there is no currently in-progress match, then the penalty is applied towards the next match.
- iv. Disqualification. A disqualification from the Tournament is a result of the most egregious infractions for players in the Tournament. A player disqualified from the Tournament forfeits any prizes.
- c. Penalties in the same Tournament for the same category of infractions escalate for each successive infraction. Tournament officials will use the following escalation path: warning—game loss—match loss—disqualification for repeated infractions of the same category. Infraction escalations do not carry over from Tournament to Tournament.
- d. Players must bring Tournament infractions to the attention of Tournament officials and may not waive penalties on behalf of their opponents.
- e. The outlined penalties do not carry over from one Tournament to the next Tournament.

## 6.2 Failure to Submit Deck List.

- a. This infraction occurs when a player fails to properly submit a deck list or multiple deck lists to the Tournament organizer prior to the deck list submission cut off time. Submitting deck lists correctly and on time aids in Tournament operations and ensures that all competitors are playing with equal information during the Tournament.
- b. The initial penalty for this infraction is a game loss applied towards the first game of the Tournament.

### 6.3 Deck List Mismatch.

- a. This infraction occurs when a player enters a game with a deck from a class their opponent did not ban that matches a class the player submitted to the tournament organizers during decklist submission, but the deck list does not match the deck list the player submitted to the tournament organizers during decklist submission.
- b. The initial penalty for this infraction is a game loss.
- c. If either player only has a single class remaining in their available lineup, this infraction is downgraded to a warning if the player guilty of the decklist mismatch concedes prior to either player playing a card.

### 6.4 Wrong Class Selection.

- a. This infraction occurs when a player incorrectly selects a banned or eliminated class, selects a class they did not register a deck for in the current Tournament, or if being observed for broadcast, selects a different class than the one they locked in with the tournament official in advance.
- b. The initial penalty for this infraction is a warning. Multiple instances of this infraction during a Tournament will follow the penalty progression system, upgrading from a warning to a game loss to a match loss.
- c. This infraction does not occur when either player only has a single class remaining in their available lineup.

### 6.5 Maestra of the Masquerade

- a. If a player playing a lineup with the card Maestra of the Masquerade in it commits either a Decklist Mismatch infraction or Wrong Class Selection infraction as outlined herein, that

player is responsible for continuing to play the active game until they have played out class cards that demonstrate indisputably whether they are or are not currently piloting a Maestra deck.

- b. If a player who commits either a Decklist Mismatch infraction or a Wrong Class Selection infraction has a Maestra in their lineup and leaves the active game prior to providing indisputable evidence that they are or are not piloting a Maestra deck, that player receives a match loss.

#### 6.6 Match Tardiness.

- a. Match tardiness occurs when a player fails to arrive for their match on time. For online Tournaments, this infraction may also occur when at the start of the match, a player fails to be present in all Tournament official communication channels.
- b. The initial penalty for this infraction is a warning, which may be upgraded to a match loss after 10 minutes after the official match start time. In addition to the penalty, Tournament officials will drop the offending player from the Tournament unless the player otherwise communicates to Tournament officials their desire to remain enrolled in the Tournament before the end of the current round.

#### 6.7 Failure to Check In on Time.

- a. This infraction occurs when a player fails to check in on time for a Tournament that requires that players check-in ahead of Tournament start time. Players may be required to arrive for player briefing and press obligations on time. Failure to arrive on time disrupts Tournament operations. At a physical Tournament, Players must be physically present to check-in. Notifying a tournament organizer that you intend to arrive late does not remove the penalty. In an online tournament, players may be asked to complete a camera check and/or submit their picks and bans immediately upon check-in. A player who fails to complete these tasks in a timely manner as determined by a Tournament Official is considered to have failed to check in on time and is subject to a game loss for this infraction.
- b. For tournaments without a registration waitlist, players who fail to check-in before the cutoff time will get an initial Game Loss penalty for their first round. Prior to pairing round one, tournament officials may drop players from the tournament who failed to check in. If a player checks in any time after they have been dropped, and round one is paired, they may be added

back into the tournament at the tournament officials' discretion. Players re-added to the tournament in this way receive match losses for each round missed.

- c. For tournaments with a registration waitlist, players who fail to check in before the cutoff time will get dropped from the tournament, and if applicable, their tournament spot is filled by a player on the waitlist.

#### 6.8 Match and Game Disconnects.

- a. This infraction can occur when a player disconnects from a match or a game. A match is considered to have started when both players enter the match lobby. A game is considered to have started when the starting hands are provided to players by the Hearthstone game client.
- b. After the match started, if a player leaves the match lobby or leaves the Hearthstone game client for any reason, or is unable to continue for any reason, they are considered to have disconnected from the match.
- c. For Tournaments where deck lists are public for players, or for Tournaments where deck lists are not public for players, but tournament officials are monitoring each match, the penalty for a match disconnect infraction is a warning. In addition to the infraction, it is also appropriate for the players to continue the match.
- d. For Tournaments where deck lists are not public for players, the penalty for a match disconnect infraction is a game loss.
- e. After the game has started, if a player disconnects, closes the game client, or are unable to continue for any reason, not limited to, but including game stopping bugs within the Hearthstone game client, they are considered to have disconnected from the game. Conceding the game using the normal in-game mechanics is an exception to this rule and is not an infraction.
- f. Game disconnect infractions do not have penalties in two cases:
  - i. Live Tournaments where Blizzard controls both the Tournament computers and the internet connection (for example World Championship); or
  - ii. when an entire Tournament network goes down at the Tournament venue.
- g. All other cases follow the following rules and penalties:

- i. If a player disconnects and is able to reconnect between: 0 minutes 1 second and 4 minutes 59 seconds, players will continue the match without any penalties assessed. If an excessive number of instances of disconnects of less than five minutes occur during a match, as defined and determined by the judgment of tournament officials, then tournament officials reserve the right to upgrade the penalty for this infraction to a game loss or match loss for the purpose of progressing the Tournament or Tournament broadcast.
  - ii. If a player disconnects and is absent between: 5 minutes 0 seconds to 9 minutes 59 seconds, the penalty received is a warning for the first instance of a disconnect of this length during a Tournament and a game loss for all future instances during that Tournament.
  - iii. If a player disconnects and is absent for 10 minutes 0 seconds or longer, the penalty received is a match loss. In addition, the player will be dropped from the Tournament, unless they specifically contact the Tournament officials with a request to stay in the Tournament.
- h. Upgrading a penalty for a game disconnect infraction is different from the standard upgrade path. A penalty is never upgraded beyond a game loss penalty for subsequent infractions during the Tournament.

#### 6.9 Failure to Ban or Pick.

- a. This infraction occurs when a player exceeds their allotted time to communicate a ban or a pick to the Tournament platform or to the Tournament official responsible for the bans and picks. Players may not overly delay the Tournament with their decisions. Players have up to 5 minutes to make their deck selection between games.
- b. The initial penalty for this infraction is a warning.

#### 6.10 Spectators

- a. Tournament participants are responsible for ensuring that no other players are using the in-client spectator functionality to watch their games while they are participating in a tournament match

- b. If a Tournament participant is found to have had another player spectating them during a tournament match, they have committed an infraction. The initial penalty for this infraction is a match loss.

6.11 Failure to follow Tournament announcements.

- a. This infraction occurs when a player fails to follow general Tournament announcements, or fails to read Tournament materials available to them prior to the start of the Tournament.
- b. The initial penalty for this infraction is a warning.

6.12 Failure to follow Tournament official's specific instructions.

- a. This infraction occurs when a player fails to follow instructions from a Tournament official aimed specifically at that player, typically as a result of a corrective or advisory action the Tournament official took against the player. Tournament officials have the expectation that players follow their instructions the first time. Repeating Tournament instruction to individual players unnecessarily delays the Tournament and distracts officials from running the Tournament.
- b. The initial penalty for this infraction is a game loss.

6.13 Cheating.

- a. Players must compete to the best of their ability at all times and may not break the Official Rules or omit information from tournament officials in order to try to or gain an advantage. Any form of cheating will not be tolerated. Cheating includes, but is not limited to:
  - i. Stream sniping or ghosting, or any general attempt by a player to spectate their own match or get information from another person spectating the match.
  - ii. Providing or seeking match advice from another person during a match except with respect to Team tournaments that explicitly allow team communication; provided, any attempt to obtain extra information from a teammate that would not otherwise have been available to such person via the game client or Tournament-authorized team communication tools shall be considered a violation of this section, including any sharing of one teammate's game client screen with the other teammate; provided, further, this section shall not apply to press obligations.

- iii. Any attempt to modify the Hearthstone client, play on an unofficial Hearthstone client, or play with software or hardware that grants extra information not normally provided by the game client. Players may be required to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Some third party software programs are not considered cheating. They include:
  - VOIP solutions such as Discord or Skype;
  - Keyboard or other equipment drivers and software;
  - For online Tournaments only, Deck Trackers which meet all of the requirements described herein; and
  - Any third party software specifically installed by the Tournament organizers to facilitate Tournament play.
- iv. Impersonating another player in a Tournament, playing under a false name, allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in Hearthstone or any other Blizzard game.
- v. Attempts to damage or alter equipment to trigger a delay of the Tournament or gain any other advantage.
- vi. Exploiting or intentionally using any in-game bug to seek an advantage.
- vii. Influencing or manipulating a Tournament game or match so that the outcome is determined by anything other than its merits.
- viii. Collusion, match fixing, or any other action to intentionally alter, or attempt to alter, the results of any game or match, including losing a game or match with another player in order to advance one or the other's rank or standing.
- ix. Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means.
- x. Lying to or omitting information from Tournament officials.

- b. If a player is asked to bet on, or “fix,” any Tournament game or match, the player must immediately report this contact to Blizzard using the following email address: [hearthstoneadmin@blizzard.com](mailto:hearthstoneadmin@blizzard.com).
- c. The penalty for this infraction is a disqualification from the Tournament without prizes. In addition, the Tournament organizers will report cheating incidents to Blizzard. Blizzard at its sole discretion may conduct its own investigation and may issue additional sanctions against the player or players involved, including Blizzard account suspensions or suspensions from future Tournaments.
- d. For some Tournaments, players may be allowed to live stream their experience participating in the Tournament in Blizzard’s sole discretion. To avoid incurring an infraction for cheating while live streaming during a Tournament, players must stream on a delay of at least 30 minutes, or a different length of time as specified by Blizzard or the tournament organizer.

#### 6.14 Unsporting Conduct.

- a. This infraction occurs when a player exhibits behavior that a Tournament organizer considers unacceptable during the normal operation of the Tournament. Unsporting conduct is disruptive to the Tournament and may negatively affect the safety, competitiveness, enjoyment, image, or integrity of a Tournament. Unsporting conduct has two sub categories outlined below:
  - i. **Minor.** Players have the right to a safe and enjoyable Tournament experience. This infraction occurs when a player does something disruptive to the Tournament or its participants. Examples include, but not limited to:
    - Excessive swearing or profanity;
    - Demanding an opponent receive a penalty following a Tournament official issuing a ruling;
    - Throwing trash on the floor or otherwise littering at a venue;
    - Administering penalties without alerting a Tournament official.

The initial penalty for this infraction is a warning.

ii. **Major. This** infraction covers a large category of behaviors that do not fall under the definition of minor unsporting conduct. Examples include, but are not limited to:

- Intentionally breaking Tournament equipment issued by the organizer;
- Defacing the Tournament venue;
- Threatening a Tournament official or another player;
- Violence toward any Tournament participant, official or spectator;
- Theft.

The penalty for this infraction is a disqualification from the Tournament without prizes. In addition, the Tournament organizers will report unsporting conduct incidents to Blizzard. Blizzard at its sole discretion may conduct its own investigation and may issue additional sanctions against the player or players involved, including Blizzard account suspensions or suspensions from future Tournaments.

#### 6.15 Win Trading on Ladder.

a. “Win trading” during ranked ladder matches within the Hearthstone game client, while not necessarily attached to a specific Tournament, is disruptive to the competitive integrity of the game and is a violation of the Blizzard End User License Agreement. Players found to have engaged in “win trading” activity during ladder matches will receive penalties up to and including suspension from competitive Tournament play indefinitely, as determined in Blizzard’s sole discretion. “Win trading” activity includes, but is not limited to: intentionally losing matches in the Hearthstone ranked play mode, and knowingly receiving match wins from intentionally lost matches in the Hearthstone ranked play mode.

#### 6.16 Webcam Requirements.

- a. All Players competing in Tournaments will be required to have a webcam and share their camera feed with broadcast production for the purpose of broadcasting unless given exception to the Webcam Requirements rules as determined by Blizzard.
- b. The punishment for failing to comply with Webcam Requirements is a game loss in the first match in which the player being punished is selected to have their match broadcast during a Masters Tour. If a player is selected any number of additional times beyond the first for their

match to be broadcast, they will not receive any additional game losses for not providing a webcam feed.

- c. Players who do not wish to be penalized by the Webcam Requirements may submit notice to a tournament admin or member of Hearthstone Esports prior to the start of the Tournament for Blizzard to review and determine at its sole discretion if the reason stated is sufficient to receive an exemption from the webcam rule.
- d. Blizzard at its sole discretion reserves the right to exempt a player from the Webcam Requirements without prior notice from the player.

#### 16.17 Penalty Investigations Process.

- a. Players who observe, or learn about activities which may be in violation of the above rules that carry a disqualification penalty (for example, cheating or unsporting conduct), may bring forward this information to Blizzard after the event, by contacting [hearthstoneadmin@blizzard.com](mailto:hearthstoneadmin@blizzard.com).
- b. Tournament organizers who disqualify a player from their Tournament are required to provide this information to Blizzard after the event, by contacting [hearthstoneadmin@blizzard.com](mailto:hearthstoneadmin@blizzard.com).
- c. Reports should include the names and BattleTags of player(s) involved (if known), contact information for the person making the report, a summary of the events in question, as well as any supporting materials that would help the investigation.
- d. Blizzard takes allegations of misconduct seriously and investigates disqualifications or activity that may constitute cheating or unsporting conduct. In addition to Tournament penalties outlined in these Official Rules, Blizzard may, but is not obligated to, impose additional sanctions against offending players who commit misconduct in ladder matches within the Hearthstone game client, in Tournaments, prior to or after Tournaments, or in connection with Tournament-related events. Punishments may include, but are not limited to the following:
  - i. Suspend the player from participating in any future Hearthstone Tournaments and events by adding the player to a public list of suspended players.
  - ii. Revoke all or any part of the points and prizes previously awarded to the player.

- iii. Terminate all licenses granted to the player for Blizzard titles, including Hearthstone; and/or terminate all Battle.net accounts that are held by the player.
- e. All of Blizzard's determinations with regards to disciplinary action shall be binding and may not be appealed in any way. If a player's disqualification status or other eligibility requirement is in question, Blizzard reserves the right to exclude such player from participating in any Tournament.
- f. The failure by a player (or their parent or legal guardian) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of the terms of these Official Rules or applicable law is, itself, a violation of the terms of these Official Rules.
- g. Following the investigation, players are notified by the Blizzard Hearthstone Esports team via email of the outcome of the investigation and any penalties surrounding the incident. This email letter advises the players if they are allowed to continue to participate in Hearthstone Tournament play.
- h. Players suspended from Hearthstone Tournament play are listed at [blizz.ly/suspended](http://blizz.ly/suspended).

#### 6.18 Consent to Public Discipline.

- a. Blizzard shall have the right to publish public declarations (via the internet, social media, or otherwise) about player disciplinary action, which may include details such as the disciplined player's real name, BattleTag, infraction committed, and punishment received. You agree to waive any right of legal action against the Blizzard Group which arises from any public declaration about disciplinary action in connection with any Tournament or the Hearthstone game.

## 7. Disclaimers.

### 7.1 General.

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

#### 7.2 Changes to Your Battle.net 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, digital cards, accounts, statistics, user profiles, and any information created, stored, processed or uploaded to your Battle.net Account at any time and for any reason at its sole discretion.
- b. In the event of a conflict between the provisions of the Website Terms or the terms of these Official Rules, the provision that is most protective of Blizzard will govern and control.

## **8. GENERAL TERMS AND CONDITIONS**

#### 8.1 Blizzard Copyrights and Trademarks.

- a. These Official Rules, and all accompanying materials at Blizzard Tournaments are copyright © 2023 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- b. Nothing in these Official Rules, or your participation in the Tournaments, 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.

#### 8.2 Changes to Hearthstone.

- a. Blizzard reserves the right to patch, update, or improve Hearthstone at any time to fix bugs, change balance or add features or functionality as deemed appropriate by Blizzard, in its sole discretion, without suspending or canceling Tournaments.

- b. You agree that Blizzard will not be liable to you for any changes to Hearthstone or the terms of these Official Rules.

8.3 Changes to the Terms of These Official Rules.

- a. These Official Rules contains the governing rules, policies, and procedures for Tournaments that are in effect at the time of their publication.
- b. Blizzard reserves the right to revise, modify, change, delete or add to the terms of these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify any Tournament or any player's participation in any Tournament should viruses, bugs, unauthorized human intervention, hacks, or other causes beyond Blizzard's control affect the administration, security, or proper play of such Tournament, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Blizzard, Blizzard reserves the right to limit the number of players in any Tournament.

8.4 Translations.

- a. This English language version of the Official Rules shall supersede any translation. The parties shall not rely on any translations of the Official Rules in carrying out their duties and obligations hereunder.

8.5 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.

8.6 Communications.

- a. 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 Battle.net Account.

- b. If you have any questions or comments about these Official Rules, please email them to [hearthstoneadmin@blizzard.com](mailto:hearthstoneadmin@blizzard.com) or send written questions to: Hearthstone Masters Tour c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.

## 9. STANDARD RULES

Activision Publishing, Inc., Blizzard Entertainment, Inc. and their respective affiliates (collectively, “**Activision Blizzard**”) have created several premier competition platforms across their library of games (each, a “**Competition**”, collectively, the “**Competitions**”). Activision Blizzard’s Competitions are designed to provide a cohesive global competitive ecosystem that showcases the best amateur players in the world. These official rules, including any updates, amendments or supplements thereto existing from time to time (these “**Standard Rules**” or “**Rules**”) ensure the integrity of all Competitions, protect the image and reputation of each Competition and each Game (as defined herein), and create a consistent and high-quality experience for spectators of Competitions and related events.

These Rules set forth the rules and standards of conduct that will apply as a condition to participation in any and all Competitions, including, among others, player eligibility, prize awards, and player conduct. These Rules also contain limitations of liability, license grants, and other legally binding contractual terms that affect Participant (as defined herein) rights and obligations.

These Rules apply to all Players and Team representatives, including Team owners, managers, and staff, who actively participate in a Competition or any event related to a Competition or plan to participate in any current or future event related to a Competition (collectively, “**Participants**”, and each, a “**Participant**”). Additional rules for each Competition (the “**Tournament Rules**”) will be published on the [applicable Competition website] or otherwise made available to Participants before the applicable Competition. In the event of any conflict between Tournament Rules and the Standard Rules, the Standard Rules shall control except to the extent such Tournament Rules expressly provide they supersede any terms contained in the Standard Rules.

Each Participant is required to read, understand, and agree to these Rules and the applicable Tournament Rules prior to, and as a condition to, participating in a Competition. These Rules, together with the applicable Tournament Rules, form a contract between each Participant, on the one hand, and the applicable Competition administrator engaged in operating the Competition as set forth in the applicable Tournament Rules (the “**Administration**”), on the other hand.

THESE RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN A COMPETITION ARE GOVERNED BY A BINDING ARBITRATION CLAUSE AND A WAIVER OF CLASS ACTION RIGHTS IN SECTION 9 AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 7. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE RULES. If any provision of these Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Rules or the validity or enforceability in other jurisdictions of any other provision of these Rules.

Violation of these Standard Rules or any applicable Tournament Rules may subject a Participant to discipline, including, but not limited to game/match forfeitures, prize forfeitures, and disqualification/removal from current and future Competitions, at the Administration's sole discretion, as further described herein.

## 1. ACCEPTANCE OF STANDARD RULES

1.1 Acceptance. Participant must agree to these Rules to participate in any Competition. Participant may accept these Rules by any one of the following methods:

- by signing a Competition Participation Form applicable to the Competition, if any, either in print or digitally;
- by registration or other participant sign-up method, including in connection with the applicable Competition platform, e.g., GameBattles;
- participating in any match that is part of a Competition;
- by creating a Team on the applicable Competition platform (if applicable);
- accepting a match or Team invitation on the applicable Competition platform (if applicable);
- by posting a match on the applicable Competition platform (if applicable); or
- such other method as may be prescribed by applicable Tournament Rules.

1.2 Changes to and Enforcement of these Rules. The field of esports competitions is still relatively new and changing rapidly, and these Rules will evolve in real-time to keep pace with those changes. Accordingly, in its sole discretion, Activision Blizzard and Administration (a) may update, amend or supplement these Rules from time to time; and (b) may interpret or apply these Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Activision Blizzard and Administration reserve the right to make any decisions on cases not specifically covered by these Rules to preserve the spirit of fair competition and sportsmanship. Each of Activision Blizzard's and Administration's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Activision Blizzard's and Administration's sole discretion. Any material changes to these Rules will be provided to the Participants prior to the next Competition in which the changed Rules will apply. Participation in a Competition will constitute acceptance of the changed rules. Changes to Section 9 will be governed by the provisions in that Section.

1.3 Applicability of these Rules. Each Competition will be subject to these Rules and applicable Tournament Rules. Tournament Rules will be communicated to or otherwise made available to a Participant before the applicable Competition, which Tournament Rules must be accepted by Participant before participating in the Competition. The Administration reserves the right to make any decision on cases not specifically covered by these Rules to preserve the spirit of fair competition and sportsmanship. These Rules and the Tournament Rules are in addition to the Terms of Service, Privacy Policy, the applicable End User License Agreement (as defined below) and all rules governing the use of player accounts for each respective Game (as defined

below) and Competition platform, as applicable. The current versions of the Terms of Service are available at:

Terms of Service:

- Activision Publishing, Inc.: <https://www.activision.com/legal/privacy-policy>
- Blizzard Entertainment, Inc.: <https://www.blizzard.com/en-us/legal/>
- Major League Gaming Corp: [https://accounts.majorleaguegaming.com/terms\\_of\\_service](https://accounts.majorleaguegaming.com/terms_of_service)
- The Overwatch League, LLC: <https://overwatchleague.com/en-us/legal/terms-of-use>
- The Call of Duty League, LLC: <https://callofdutyleague.com/en-us/terms-of-use>

The Privacy Policy applicable to each Competition shall be as set forth in the Competition’s Tournament Rules.

1.4 Additional Authority. The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests of each of its video game franchises (each a “**Franchise**”) and their respective video game titles (each, a “**Game**”), including the following:

- Call of Duty®
- Overwatch®
- Hearthstone®
- World of Warcraft®
- Warcraft®
- StarCraft®
- Heroes of the Storm®

and such other video game franchises and video game titles published from time to time by Activision Blizzard or its duly authorized licensees.

The Administration reserves the right to exercise necessary authority, without limitation, to protect the interests any person or entity who is associated with a Franchise or the Administration to provide products or services for Competition, any authorized person or entity to create and/or publish media for any reason at any time during a Competition, and any person who is present at an event related to a Competition. All such decisions made by Administration are final.

## 2. PLAYERS

2.1 Eligibility. To be able to compete as a “**Player**” in the Competition, Participant must:

2.1.1 be in good standing with respect to any Activision Blizzard player accounts (including without limitation, any Activision, Battle.net, GameBattles platform or individual game account) (collectively, “**Player Accounts**”), with no undisclosed violations of a Franchise’s or Game’s Software License and Service Agreement and any other applicable end user license agreement (collectively, the “**End User License Agreement**”);

2.1.2 meet the age requirements set forth in the applicable Tournament Rules prior to competing in a Competition or joining a Competition Roster;

2.1.3 reside and compete in an eligible region set forth in the applicable Tournament Rules;

2.1.4 not be a director, officer, or employee of Activision Blizzard, relative of an Activision Blizzard employee, or any entity which controls, is controlled by, or is under common control with Activision Blizzard unless Activision Blizzard has been notified thereof and has expressly waived this Section 2.1.4 in writing;

2.1.5 meet all roster requirements as set forth in each applicable Tournament Rules, as applicable;

2.1.6 agree to be bound by these Rules, each Franchise's and/or each Game's End User License Agreement, and the decisions of Activision Blizzard and the Administration;

2.1.7 hold a valid passport and any necessary visa, or other governmental authorization and registration as may be required for Participant's travel and participation in the Competition;

2.1.8 ensure that Participant's participation in a Competition complies with all laws of the jurisdiction in which Participant is a resident, as well as the region Participant is competing, and represent and warrant that Participant will take all steps necessary to ensure such compliance, including as required pursuant to Section 2.2. Participant must also obtain any necessary visa or other governmental authorization and registration required for Participant's participation in a Competition, whether online or in-person (including any travel required to or from any venue for the Competition). The Administration does not take responsibility for Participant's compliance with local laws and visa requirements.

2.1.9 if applicable, be formally invited by the Administration; and

2.1.10 if applicable, meet certain additional eligibility and/or qualification requirements set forth in the Tournament Rules, including leaderboard rankings or other requirements.

2.1.11 Notwithstanding anything to the contrary contained herein or any specific Tournament Rules, Administration shall have the right in its sole and absolute discretion to determine the eligibility of any and all Participants. Players acknowledge and agree that Player eligibility status as determined by Administration may change at any time and such determination shall be final.

2.2 Compliance with Applicable Laws. Players shall only participate in a Competition so long as their participation does not violate applicable local laws and/or the federal, state and local laws of the United States and/or the laws applicable to jurisdictions outside the United States. Players

are responsible for ensuring that their participation in the Competition complies with all laws of the jurisdiction(s) in which they are a resident and any region in which such Players are competing, and Players shall take all steps necessary to ensure such compliance, including obtaining any necessary visa or other governmental authorization required for your participation in the Competition, whether online or in-person (including any travel required to or from any venue for the tournaments, which shall be the sole responsibility of the Player).

2.3 Player Names. In all Competitions, Players must use an acceptable name that complies with this Section. Players may, but are not required to, use their legal name. Administration reserves the right to restrict or change a Player's tag, clan tag, handle, or other name if, in Administration's sole discretion, it deems any tag, clan tag, handle or name to be offensive, toxic or inappropriate. Administration reserves the right to revoke the eligibility of any Player whose Activision ID, Battle.net ID, PlayStation/Xbox/Nintendo Network ID (or other equivalent IDs) is offensive, toxic, incorporates any Activision Blizzard or third party intellectual property, or is deemed to be inappropriate or unacceptable by Administration, to be determined in the sole discretion of the Administration.

2.3.1 Player names shall not include a sponsor name.

2.3.2 Player names shall not include a product name or description.

2.3.3 Player names shall not include any words that are purely commercial.

2.3.4 Player names shall not include celebrity names or monikers (except when used by celebrity Players themselves).

2.3.5 Players shall not use names of any Call of Duty League or Overwatch League players or teams (except when used by the respective Call of Duty League or Overwatch League Players themselves).

2.4 Teams. "**Team**" shall have the meaning set forth in the applicable Tournament Rules.

### 3. SPONSORSHIP RESTRICTIONS

3.1 Subject to this Section 3 and the Tournament Rules, Participants may acquire individual sponsorships in connection with their participation in a Competition. Participants shall not engage in joint negotiations or otherwise cooperate or coordinate with one another in the marketing or negotiation of sponsorships. Administration reserves the right to restrict sponsor involvement in Competition activities, including requiring participants on-site at in-person (LAN) Competition events to, among other things, cover, obscure, or replace articles of clothing that display sponsor assets in violation of this Section 3. All sponsorship activity conducted in connection with Competition activities are subject to the prior approval of Administration. Participants may inquire as to whether a sponsor is permissible by contacting Administration at the email or other address designated for such requests as set forth in the applicable Tournament Rules.

3.2 Participants are prohibited from using any of the following: live or on-demand stream of a Competition; Competition match highlights or other footage; Franchise or Game images, Game-related logos, artwork, animations; or other protected intellectual property owned or controlled by Activision Blizzard (collectively, “**Game Materials**”) in connection with any third party sponsorships, advertising, promotions, or marketing.

3.3 Administration reserves the right to have Competition-wide exclusive sponsorships on a global basis or specific to a particular region or territory. Administration may from time to time designate certain product or service categories as “reserved” whereby Participants will be prohibited from featuring sponsorships in such “reserved” categories in connection with their participation in a Competition.

3.4 Sponsors in the following categories are expressly prohibited from being featured, displayed, or otherwise promoted by any Participant in connection with the Competition:

3.4.1 Any person or entity that offers products or services that Activision Blizzard determines are detrimental to the business of Activision Blizzard (including without limitation the Franchises, Call of Duty League, Overwatch League and each of their respective amateur leagues) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.

3.4.2 Games or other products or services from entities that compete directly with Activision Blizzard

3.4.3 Account selling, sharing or trading websites

3.4.4 Drugs (whether legal or illegal) and any products used to consume drugs

3.4.5 Tobacco and vaping products

3.4.6 Cannabis and any products used to consume cannabis

3.4.7 Pornography, sexual or adult oriented products or services

3.4.8 Gambling (whether legal or illegal)

3.4.9 Firearms / weapons, or related products or services

3.4.10 Political candidates or ballot initiatives

#### **4. CONDUCT AND PENALTIES.**

##### **4.1 Behavior**

4.1.1 All Participants must at all times observe the highest standards of personal integrity and good sportsmanship and act in a manner consistent with the best interests of the Competitions, in each case as determined by Administration. Participants must behave in a professional and sportsmanlike manner in their interactions with other competitors, the Competition, and members of the Administration, the media, sponsors and fans.

4.1.2 Participants shall not use obscene or offensive gestures or profanity in their tags, player handles, game chat, live play communications, lobby chat, shoulder content,

interviews, or other public-facing communications of any kind. This rule applies to English and all other languages and includes abbreviations and/or obscure references.

4.1.3 Participants are expected to settle their differences in a respectful manner and without resort to violence, threats, or intimidation (physical or non-physical). Violence is never permitted at any time or place, or against any person including competitors, fans, referees and officials.

4.1.4 The obligation to behave in a professional and sportsmanlike manner includes an obligation on the part of Participants to arrive on time and ready to compete for all games, matches and tournaments in the Competition schedule. Such obligation also prohibits forfeiting a game or match without reasonable cause.

4.1.5 Each Competition is a place for players from around the world, from different cultures, and from different backgrounds, to come together to compete and share their passion for the Game. Participants in Competitions should be focused on bringing the world together through epic entertainment, celebrating the Game, players, and fans, and building diverse and inclusive communities. Participants, must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official Competitions and related events or on any official Competition channels or Team channels (e.g., Competition broadcasts, Competition or Team shows, and official Competition and Team-branded websites and social media channels). Throughout the period on match day that a Participant is visible to the Competition's and/or Team's live and camera audience(s), Participant shall not wear, display or otherwise convey personal messages without express approval from the Administration, which approval shall not be granted for political messages.

## 4.2 Cheating and Game Integrity.

4.2.1 Participants must compete to the best of their skill and ability at all times. Any form of cheating by any Participant will not be tolerated. All Participants are prohibited from influencing or manipulating any match (whether a Competition match or otherwise) with the intent that any aspect of the match is determined by anything other than the competitive merits. Examples of cheating or behavior impacting game integrity are not exhaustive, and include without limitation:

4.2.1.1 Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any Competition (or any components thereof);

4.2.1.2 Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;

4.2.1.3 Allowing an individual who is not the registered owner of a Player Account to play on that Player Account in a game and/or playing in a game while logged in to a Player Account registered to someone else;

4.2.1.4 Bot use, spot timing (e.g., not throwing the game, just timing a shot so bettors win), wintrading, drophacking, queue sniping and soft play on the ladder, ghosting or stream sniping (i.e., a game spectator illegally provides, or such Player individually obtains, information about an opponent's positions and/or movements), inducing another Participant to lose a match, and receiving leaked scrim footage and/or confidential or proprietary information of another Team;

4.2.1.5 Misuse or hacking of Game servers;

4.2.1.6 Use of unauthorized or restricted items (if applicable pursuant to Tournament Rules);

4.2.1.7 Violent, threatening or harassing behavior in any Franchise, Game or Competition setting, (offline and online);

4.2.1.8 Possession of a weapon at a Competition facility or any other Competition setting;

4.2.1.9 Inappropriate use of Competition equipment; and

4.2.1.10 Any other actions or conduct that threatens to undermine the integrity of the Competition.

4.2.2 Participants must at all times comply with the End User License Agreement applicable to the Game(s) featured in the Competition, whether during a Competition match or otherwise. Participants are prohibited from violating such End User License Agreement for personal or reputational gain, monetary gain, or for any other reason. Participants are not permitted to access the accounts of other individuals in order to artificially raise their competitive rank, earn points, or any other actions that violate the above software license agreement. Violations of this Section 4.2.2, whether during the course of a Competition season, during any Competition off-season, or prior to such Participant's entrance into a Competition may result in discipline to be determined in the discretion of Administration.

#### 4.3 Illegal and/or Detrimental Conduct.

4.3.1 Participants must comply with all applicable laws at all times.

4.3.2 A Participant shall not engage in any activity or practice which (a) brings Participant into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from Participant's public image, or (b) is, or could reasonably be expected to be, detrimental to the image or reputation of, or result in public criticism of or reflect badly on, Activision Blizzard, Administration, or any of their respective representatives, the Competitions, the other Teams or their respective sponsors or members, the Franchise, Game or any other product or service of Activision Blizzard. For the avoidance of doubt, Participant's affiliation with individuals, entities or brands

that are detrimental to the image or reputation of Activision Blizzard, Administration, or any of their respective representatives, the Competitions, the other Teams or their respective sponsors or members, the Franchise, Game or any other product or service of Activision Blizzard, as determined by Administration, will be deemed as a violation of this provision and these Rules. A non-exhaustive list of such types of misconduct are as follows:

4.3.2.1 Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;

4.3.2.2 Sexual assault and other types of sexual offenses;

4.3.2.3 Illegal possession or distribution of a weapon;

4.3.2.4 Possession, use or distribution of performance-enhancing substances;

4.3.2.5 Conduct that poses a danger to the safety of another person;

4.3.2.6 Animal cruelty;

4.3.2.7 Theft and other property crimes; and

4.3.2.8 Crimes involving dishonesty.

4.3.3 Participant acknowledges that Activision Blizzard, Administration and the Teams may have an obligation under applicable law to report illegal activities to local law enforcement authorities or respond to formal inquiries from law enforcement or judicial authorities in jurisdictions where suspected violations of law have taken place.

#### 4.4 Anti-Harassment.

4.4.1 Administration is committed to providing a competitive environment that is free of harassment and discrimination. Participants are prohibited from engaging in any form of harassment or discrimination (either in-game or outside the game), including without limitation that which is based on race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, or any other class or characteristic.

#### 4.5 Gambling.

4.5.1 Gambling on the outcome of Competitions (including any components thereof) can pose a serious threat to the integrity of, and public confidence in the Competitions. Participants as well as employees of Administration or Activision Blizzard are not allowed to (a) place, or attempt to place, bets on any games, matches or tournaments (or any components thereof) involving the Franchise, Game, or Competition, (b) associate with high volume gamblers, or deliver information to others that might influence their bets, or (c) offer or accept any gift or reward to or from anyone for

services promised, rendered, or to be rendered in connection with any Competition, including services related to defeating or attempting to defeat a competing Team or services designed to throw, fix or otherwise influence the outcome of any Competition.

4.5.2 This rule also prohibits Participants from participating in anyone else's betting activities, asking anyone to place bets involving the Franchise (including Competitions or any components thereof) on a Participant's behalf, or encouraging anyone else to bet involving the Franchise (including without limitation Competitions or any components thereof).

4.5.3 Participants likewise are prohibited from engaging in any fantasy esports leagues or games involving Competitions in which the Participant pays any form of entry fee in exchange for an opportunity to win a cash prize or other thing of value.

#### 4.6 Alcohol and Drugs.

4.6.1 The use, possession, distribution or sale of illegal drugs is strictly prohibited. Participants are prohibited from being under the influence of any substance of abuse, including alcohol or marijuana, while the Participant is engaged in a Competition or on premises that are owned by or leased to Activision Blizzard, Administration or a Team.

4.6.2 The unauthorized use, possession, distribution or sale of prescription drugs by a Participant 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 shall not be used to enhance performance in the Competition.

#### 4.7 Non-Disparagement.

4.7.1 Participants have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that Participants shall not make public statements that call into question the integrity or competence of match referees or Administration.

4.7.2 Participants shall not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, or slanderous remarks, comments or statements concerning Activision Blizzard, the Administration, any of their respective representatives, the Competition, the other Teams or their respective sponsors or members, the Franchise, Game or any other product or service of Activision Blizzard. In addition, Participants shall not encourage members of the public to engage in any activities that are prohibited by this [Section 4.7](#).

4.7.3 This [Section 4.7](#) does not, in any way, restrict or impede a Participant 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.

#### 4.8 Software and Hardware.

4.8.1 Any intentional use, or attempted use, by a Participant of any bugs or exploits in any Game is strictly prohibited. Administration will determine, in its sole discretion, the bugs and exploits prohibited by this rule and whether a Participant has taken advantage of a bug or exploit in violation of this rule.

4.8.2 Participants must consult with Administration before bringing electronic storage devices to any LAN Competition event and are not allowed to use any mobile or external communication equipment during a match, including mobile phones.

4.8.3 Participants are prohibited from installing third-party software of any kind on any competition hardware or machines at LAN Competition events.

#### 4.9 Confidentiality.

4.9.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning any Game, the Competitions, the Administration, Activision Blizzard or its sponsors.

4.9.2 This Section 4.9 does not, in any way, restrict or impede a Participant 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.

4.10 Reporting. Upon becoming aware of any conduct prohibited by this Section 4, Participants are required to immediately report the details to the Administration via the contact information provided in the Tournament Rules. Failure to comply with this requirement is an independent violation of these Rules.

### 5. PRIZE AWARDS.

5.1 Distribution of Prize Awards. A description of the potential prizes is set forth in the Tournament Rules for each Competition. Notwithstanding anything to the contrary contained herein, the awarding of prizes is void where prohibited or restricted by applicable laws. Subject to these Rules and the Tournament Rules, Team prizes will be awarded either equally to each of the Players on a winning Team or to the Team leader or other designated representative (and Administration reserves the right to request applicable authorization documentation from Team and/or Players as is required to confirm such authorization), if any, as elected or otherwise designated by the Team (with any discrepancies regarding the Team's election determined by the Administration in its sole discretion). Participants are limited to one prize package per Competition event. Prizes are non-transferable and not exchangeable for any other prize. In the case of unavailability of a prize, the Administration reserves the right, in its sole discretion, to substitute a prize of equal or greater value. All cash prizes will be paid in US Dollars (unless the Administration permits an alternate method of payment). Participants who are eligible for the award of a prize assume all liability for the use of the prize.

5.2 Requirements to Collect a Prize Award. Participants shall have no right to any prize unless such winning Participant satisfies the conditions set forth in these Rules, the Tournament Rules and any other applicable rules. Requirements may include submission of documentation reasonably sufficient and detailed to evidence a Participant's satisfaction of eligibility requirements and compliance with these Rules. Winning Participants will be notified if they have won a prize after the end of an applicable Competition. Each winning Participant is required to follow the instructions in the notification. In order to be eligible to claim a prize, each potential winner of a prize will be required to fill out and sign, within the prescribed period of time in the notification, an affidavit of eligibility and liability/publicity release form, as well as all applicable governmental and tax forms required to receive a prize, including an IRS form W-8 or W-9 and any other forms required. Winners who accepted prizes in the form of US Dollars and who are residents of the U.S. will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. Additional paperwork that Administration requests, including waivers and releases, must be submitted to Administration before Administration will provide a Participant with any prize. Following Administration's verification of eligibility and compliance with the terms of these Rules, the winning Participant will be declared the winner of the prize. Prizes will be fulfilled approximately 8 – 10 weeks after conclusion of the event and receipt of all necessary documentation. If a winning Participant cannot be contacted, does not respond, or fails to sign and return the required documentation within fourteen (14) days of the first notification attempt, the Participant forfeits eligibility to claim a prize.

5.3 Costs Associated with Collecting a Prize Award. Participants are responsible for any and all costs and expenses associated with their prize that are not specifically set forth herein. 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 Participant. For some non-U.S. Participants, 30% of the prize value will be withheld and remitted to the IRS to comply with U.S. tax laws.

## **6. DISCIPLINARY ACTION**

6.1 Investigation of and Right to Monitor Compliance. To preserve the integrity of the Competitions, Administration will have the right to monitor compliance with these Standard Rules and the Tournament Rules, investigate possible breaches of these Rules and the Tournament Rules and impose sanctions for violations. Participants agree to cooperate with Administration in any such investigation. The failure by a Participant to cooperate with any internal or external investigation conducted by Administration or its designee relating to a violation of these Standard Rules or the Tournament Rules is itself a violation of such rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.

6.2 Subjection to Penalty. Any violation of these Standard Rules or Tournament Rules by any Participant, including acts or omissions by one or more Participants, will be subject to penalty. The nature and extent of penalties imposed will be determined by Administration. All decisions of Administration regarding Standard Rules and Tournament Rules violations or other issues regarding the Competition, are final.

6.3 Penalties. Penalties for Standard Rules or Tournament Rules violations will be assessed by Administration. These penalties will vary in range between loss of side or map selection, to termination of the right to participate in one or more Competitions, in direct relation to the severity of the offense and the number of offenses committed previously by the Participant(s). The following is a non-exhaustive list of penalties that may be imposed at the discretion of the Administration:

- Verbal Warning(s)
- Written Warning(s)
- Suspension(s)
- Loss of Side Selection for Current or Future game(s)
- Ban for Current or Future Competitions and events
- Prize Forfeiture(s)
- Game Forfeiture(s)
- Match Forfeiture(s)
- Tournament Disqualification
- Termination of Team's ability to participate in one or more Competitions

## **7. LIMITATIONS OF LIABILITY**

7.1 In no event will Activision Blizzard, Administration or any of their respective parents, subsidiaries, affiliates or their respective officers, directors, employees or other representatives be liable under these Rules to any Participant, or any person or entity claiming rights derived from any Participant, for any consequential, incidental, indirect, exemplary, special or punitive damages, and/or 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 the Administration, Activision Blizzard or any of their respective affiliates or representatives were advised of the possibility of such damages.

7.2 To the fullest extent permitted by applicable law, Participant acknowledges that Participant is aware of the risks, dangers and hazards associated with esports competitions and Participant freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from Participant's participation in such activities.

7.3 Participant acknowledges and agrees that Activision Blizzard and Administration are not insurers of Participant's property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

## **8. GRANT OF RIGHTS**

8.1 By agreeing to these Rules and participating in a Competition, Participant hereby grants to the Administration a perpetual, royalty-free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, nickname, Player

Account handles (or replacement tags), initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, biographical information, and backstory (collectively, “**Participant Materials**”), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Competition event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of Competitions or the Franchises in general; (c) the exploitation of media rights, (d) any group licensing or other agreements with third parties entered into by Administration or its affiliates; and/or (e) the creation, distribution, promotion and sale of the products and services of Activision Blizzard. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (e) are referred to herein as the “**Competition Materials.**”

8.2 Advertising and Commercial Materials. The grant of rights and licenses in Section 8.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Administration (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Competition Materials, and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on or in connection with Administration’s (or its sublicensees’): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Administration (or its sublicensees) for Competitions or the Franchises from time to time (the foregoing, the “**Advertising and Commercial Materials**”).

8.3 Participant acknowledges and agrees that Participant shall not acquire any rights in or to the Competition, any Franchise, or Activision Materials (as defined below) as a result of Administration’s use of the Competition Materials in connection with the permitted uses hereunder.

8.4 Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.

8.4.1 As between each Participant and Administration, Administration will be the sole owner of all of the following (collectively, the “**Activision Materials**”):

8.4.1.1 Competition Materials and Advertising and Commercial Materials (excluding Participant Materials that are incorporated into or used in the Competition Materials or Advertising and Commercial Materials; provided, that to the extent such Participant Materials incorporate any Activision Blizzard intellectual property, such

Competition Materials and Advertising and Commercial Materials shall be owned by Administration);

8.4.1.2 All other content, works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Administration in connection with the Competition;

8.4.1.3 Suggestions, comments and other feedback that a Participant may provide to Administration relating in any way to (a) the Competitions, the Franchises or the business of Activision Blizzard, and (b) all improvements or enhancements to the Competitions, the Franchises, or the business of Activision Blizzard resulting from any such suggestions, comments and feedback;

8.4.1.4 All Activision Blizzard accounts, data (including gameplay data) and statistics relating to Participant's participation in or play of the Franchise or the Competition, any Competitions streams and any intellectual property of Activision Blizzard; and

8.4.1.5 Intellectual property rights in each of the foregoing existing anywhere in the world.

8.4.2 Subject in all respects to Section 8.4.1, as between each Participant and Administration, Participant will be the sole owner of the Participant Materials. For the avoidance of doubt, Participant's use of the Participant Materials shall at all times comply with the End User License Agreement.

8.5 Works for Hire; Assignment. If a Participant at any time creates, develops or invents any Activision Materials, the parties acknowledge and agree that all copyrightable Activision Materials, and all elements, portions and derivative works thereof, shall be created for the Administration as "works made for hire" and that all copyrights in and to such Activision Materials, and in all elements, portions and derivative works thereof, shall vest automatically in, and belong to, the Administration. If, however, by operation of law or otherwise, such Activision Materials or any element, portion and derivative works thereof are not deemed a "work made for hire" or for any reason do not automatically vest in the Administration and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically become the property of the Administration under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to the Administration and/or its designee, in each case for no additional consideration, by way of present assignment of future copyright and other intellectual property rights, all worldwide rights, title and interest, including all copyright and other patent, trademark and other intellectual property rights worldwide, in and to all Activision Materials (and in all elements, portions and derivative works thereof) and agrees to take, at the expense of the Administration or its designees, any and all such other actions reasonably deemed appropriate by the Administration or its designee in furtherance of such assignment, including, without limitation, the execution and delivery to the Administration or its designee of any further instruments of assignment reasonably requested by

the Administration or its designee. Such assignment includes the transfer and assignment to the Administration and its successors and assigns of any and all moral rights which Participant may have in the Activision Materials. To the extent such moral rights cannot be assigned under applicable laws, Participant hereby waives and agrees not to assert any such moral rights Participant may have, and to the extent Participant is not permitted to waive moral rights by law, Participant hereby permits Administration (or any successor or transferee thereof) at any time to modify or to change the Activision Materials or to accompany the Activision Materials with any illustrations, prefaces, after-words, comments and other materials, and Participant confirms that such amendments, changes or accompaniment will not cause harm to its honor or reputation and does not constitute a distortion or mutilation of the Activision Materials and other associated materials. For the avoidance of doubt, for purposes of this Section 8.5, the Administration shall exclusively mean either (a) Activision Publishing, Inc., or (b) Blizzard Entertainment, Inc., as determined based on the applicable Administration set forth in the Tournament Rules; provided, if the Administration is not defined therein, all rights of the Administration pursuant to this Section shall automatically vest in Activision Publishing, Inc.

8.6 Participant Representations and Warranties. Participant is solely responsible for the Participant Materials. Participant represents and warrants: (a) Participant is the author or creator of, or owns all right, title and interest in and to, the Participant Materials or otherwise has sufficient power and authority to grant the rights granted herein, including pursuant to Section 8.1; and (b) the Participant Materials and the exercise of rights in Participant Materials granted under these Rules do not and will not (i) defame any other person or (ii) infringe, violate, dilute, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any kind or nature relating thereto recognized by United States law and applicable foreign and international laws, treaties and conventions. Activision reserves all rights and remedies against any Participant who breaches this Section.

8.7 Waivers. By agreeing to these Rules, Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Competition Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which Participant is or may become entitled under applicable law in relation to the Competition Materials, Advertising and Commercial Materials, or to his/her participation in a Competition or Activision Blizzard events. Nothing in these Rules requires Administration (or its sublicensees) to make use of any of the rights or licenses granted herein.

8.8 Collection of Personal Data. Administration will collect, store and use information collected in connection with each Competition (including information collected at live events, if applicable) in accordance with the Privacy Policy set forth in the applicable Tournament Rules.

## 9. RESOLUTION OF DISPUTES

9.1 Disputes Regarding League Rules. Administration has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, and 6 of these Rules (“**Rules Dispute**”).

9.2 Binding Arbitration. All disputes, claims or controversies that Administration may have against a Participant or that a Participant might have against Administration, and all disputes, claims or controversies arising out of, relating to, or in connection with a Competition, Competitions, the Tournament Rules or these Rules, or the breach or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate and the jurisdiction of the arbitrator, and that is not otherwise subject to Administration’s final, binding authority (whether under Section 9.1 or under separate written agreements entered into with Administration or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Administration (“**Arbitration Dispute**”) will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The seat of arbitration will be New York, New York. The arbitration shall be conducted and the award shall be rendered in English (with translation services provided if required). Notwithstanding the choice of law clause in Section 9.4, the arbitration and this agreement to arbitrate shall be governed by Title 9 (Arbitration) of the United States Code. All costs and expenses for the arbitration will be borne in accordance with the Rules of Arbitration of the International Chamber of Commerce. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 9.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Administration from seeking and obtaining from any court of competent jurisdiction (without the need for Administration to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Rules. Except as otherwise provided by these Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys’ fees, experts’ fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

### 9.3 Class Action Waiver.

9.3.1 By agreeing to these Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Administration and the Participant individually.

9.3.2 By agreeing to these Rules, each Participant acknowledges and agrees that: (a) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Administration unless the Participant and Administration agree to such a consolidation; (b) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action,

private attorney general or representative action basis or to utilize class action, collective action, or private attorney general or representative action procedures; and (c) the Participant will not have the right to participate as a class representative, collective action representative, or private attorney general, or as a member of any class, collective action, or private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Administration agree to class, collective, private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 9.3.1 and this Section 9.3.2 are referred to as the “**Class Action Waiver**”.

9.3.3 In any case in which: (a) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or private attorney general or representative action; and (b) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within New York, New York, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

#### 9.4 Governing Law.

9.4.1 These Rules, the Tournament Rules, and all Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the State of New York, United States of America without regard to choice of law principles, provided that Administration will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This selection of governing law shall supersede any prior choice of law contained in any prior version of the Rules executed by the Participant.

9.4.2 Participants agree to be bound by these Rules and Tournament Rules and by the decisions of Administration with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.

9.4.3 Administration will endeavor to provide official translations of these Rules and Tournament Rules for global Competitions. In the event of any conflict between the English version and any translation of these Rules or the Tournament Rules, the English version will control.

9.5 Changes to this Section. Administration will provide 60 days’ notice of any changes to this Section 9. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day. From the time that Administration provides notice of any

changes to this Section 9, any Participant may cease participating in any Competition subject to these Rules.