



OVERWATCH CONTENDERS OFFICIAL RULES

Version 4.0.0

INTRODUCTION

Blizzard Entertainment, Inc. (“**Blizzard**”) created Overwatch® Contenders (“**Contenders**”) to serve as the premier Overwatch® competition platform outside of the Overwatch League™. Overwatch Contenders will provide a cohesive global competitive Overwatch ecosystem as a platform to showcase the best competitive Overwatch players in the world and serve as the penultimate step in the “Path to Pro”.

These Overwatch Contenders Official Rules, including any updates, amendments or supplements thereto (“**Official Rules**”) codify the rules and standards of conduct that will apply as a condition to participation in Contenders. These Official Rules apply to all Teams, Team Owners, Team Managers, Team Staff, and Players (“**Participants**”) who are actively participating in Contenders or any event related to Contenders, or plan to participate in any current or future event related to Contenders. The eligibility of Participants for upcoming seasons of Contenders is predicated on compliance with these Official Rules, even when not actively participating in Contenders. These Official Rules have been designed to ensure the integrity of all Contenders competition, to protect the image and reputation of Contenders, the Game (as defined herein) and to create a consistent and high-quality experience for members of the public that view Contenders events.

These Official Rules form a contract between Participants, on the one hand, and Blizzard and its affiliates who are engaged in operating Contenders, on the other hand. These Official Rules establish the general rules of tournament play, including rules governing player eligibility, tournament structure, points structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms. **In addition, as a critical step in the Path to**

Pro, each Participant must agree to share the contact information and game data described in the Overwatch League Player Selection Process Authorization Form attached to these Official Rules. Each Participant is required to read, understand, and agree to these Official Rules and Overwatch League Player Selection Process Authorization Form as a condition of participating in Contenders. Contenders events in each Region (as defined in Section 4.1) are subject to additional rules. Those rules will be communicated to participants before the specific event in the Region, which Participants must accept before entering the specific event. In the event of a conflict between those rules and these Official Rules, the Tournament Administration shall decide in its sole discretion which document controls.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN CONTENDERS ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 14 AND A WAIVER OF CLASS ACTION RIGHTS AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 12. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES.

Blizzard will designate certain employees, agents, or other representatives to serve as “**Tournament Administration**” to operate Contenders, implement these Official Rules (including Regional Rules), and serve as the point of contact for Teams and Team Owners.

Blizzard reserves the right to exercise necessary authority, without limitation, to protect the interests of the Overwatch® video game (the “Game”), any person or entity who is associated with Blizzard or the Tournament Administration to provide products or services for Contenders, any authorized person or entity to create and/or publish media for any reason at any time during Contenders, and any person who is present at an event related to Contenders.

If a provision of these Official 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 Official Rules or the validity or enforceability in other jurisdictions of any other provision of these Official Rules.

1. ACCEPTANCE OF OFFICIAL RULES

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

- Registering to participate in Contenders;
- Signing a Contenders Participation Form either in print or digitally;
- Participating in any match that is part of Contenders.

1.2 Changes to and Enforcement of these Rules. The field of professional esports competitions is still relatively new and changing rapidly, and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Blizzard (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Blizzard reserves the right to make any decisions on cases not specifically covered by these Official Rules to preserve the spirit of fair competition and sportsmanship. Blizzard’s authority, responsibility, obligations and consent rights as

expressed herein will be exercised in Blizzard's sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Contenders event in which the changed rules will apply. Participation in Contenders will constitute acceptance of the changed rules. Changes to Section 14 will be governed by the provisions in that section.

2. PLAYERS

2.1 **Eligibility.** To be able to compete as a "Player," in Contenders you must:

- 2.1.1 be in good standing with respect to any Battle.Net accounts registered in your name, with no undisclosed violations of the Blizzard End User License Agreement;
- 2.1.2 be over the age of thirteen prior to the date of the first day of competition in the region, except Players competing in the Chinese Region must be over the age of sixteen prior to the date of the first day of competition in the region;
- 2.1.3 if, prior to the date of the first day of competition in your region, you are under the age of majority in your country of citizenship, you must have written permission from a parent or guardian;
- 2.1.4 reside in Algeria, Argentina, Australia, Austria, Bahrain, Belarus, Belgium, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Cyprus, Cuba, Czech Republic, Denmark, Dominican Republic, Egypt, El Salvador, Ecuador, Estonia, Finland, France, Germany, Georgia, Greece, Guatemala, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Jamaica, Japan, Kazakhstan, Kuwait, Latvia, Lithuania, Luxembourg, Macau, Malaysia, Malta, Macedonia, Mexico, Morocco, Netherlands, New Zealand, Nicaragua, Norway, Oman, Paraguay, People's Republic of China, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Republic of Moldova, Romania, Russian Federation, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, Venezuela, or Vietnam, and such other jurisdictions as may be permitted by Tournament Administration (each, an "**Eligible Jurisdiction**") and take whatever steps are necessary to comply with all laws of the jurisdiction in which they are a resident in order to participate in Contenders;
- 2.1.5 not be a director, officer, or employee of Blizzard, relative of a Blizzard employee, or any entity which controls, is controlled by, or is under common control with Blizzard unless Blizzard has been notified of and has expressly authorized such relationship in writing;
- 2.1.6 not be on the Roster of more than one Contenders Team at the same time;
- 2.1.7 agree to be bound by these Official Rules, Blizzard's End User License Agreement, and the decisions of Blizzard and the Tournament Administration;
- 2.1.8 agree to participate in the Overwatch League Player Selection Process;
- 2.1.9 hold a valid passport and any necessary visa or other governmental authorization required for your travel and participation; and
- 2.1.10 ensure that your participation in Contenders is compliant with all laws of the jurisdiction in which you are resident, as well as the region you are competing, and represent and warrant that you will take all steps necessary to ensure such compliance. You must also obtain any necessary visa or other governmental authorization required for your participation in

Contenders, 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.

2.2 General Eligibility

2.2.1 Blizzard shall have, in its sole and absolute discretion, the right to determine the eligibility of any and all Participants. Players acknowledge that the eligibility determination of Blizzard is final, and that the eligibility status of any Participant or player may change at any time.

2.3 **Player names.** Players must use an acceptable name in Contenders competition. Players may use Battle Tags or handles during Contenders. If a Player does not use his or her legal name, Tournament Administration reserves the right to restrict or change a Player's tag, handle, or other name in its sole discretion. Tournament Administration reserves the right to revoke the eligibility of any Player whose Battletag is offensive, toxic, incorporates any Blizzard or third party intellectual property, or is deemed to be inappropriate or unacceptable by Tournament Administration, to be determined in the sole discretion of the Tournament Administration.

2.3.1 Player names may not include a sponsor name.

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

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

2.3.4 Player names must comply with these Rules.

2.4 Overwatch League "Two-Way" Players

2.4.1 Overwatch League teams and players may negotiate the right for the Overwatch League team to designate the player as eligible to compete in Contenders on an affiliated Academy Team. Players properly designated as "two-way" players by their Overwatch League team pursuant to the Overwatch League rules are eligible to compete in Contenders, subject to the following:

2.4.1.1 A maximum of four players may be designated as "two-way" players during each Overwatch League stage;

2.4.1.2 Players who are designated as "two-way" players will lose their Contenders eligibility for a sixty (60)-day period if they appear in more than 2 Overwatch League matches within any thirty (30)-day period, with such sixty (60)-day period of ineligibility to begin (or reset) upon the Player appearing in his or her third or more Overwatch League match within a thirty (30)-day period. In addition, any two-way player who competes in more than 50% of their team's total maps played in the 2020 Overwatch League season will be ineligible to compete in Contenders during the offseason period.

2.4.1.3 A maximum of four designated two-way players may compete in any single Contenders match; and

2.4.1.4 No player will be eligible to appear in both Contenders and Overwatch League matches in the same week.

3. TEAMS

- 3.1 **Team License.** Each Team Owner will receive a license to operate a Team for the duration of the Contenders season (a “**Team License**”), subject to the Team and Team Owner’s compliance with these Official Rules. Renewal of the Team License for future Contenders seasons is at Blizzard’s sole discretion. Each Team Owner may hold only one Team License globally unless approved by Tournament Administration. Each Team Owner must agree in writing to be bound by these Official Rules.
- 3.2 **Overwatch Contenders Teams.** A “**Team**” will consist of up to ten (10) Players and a Team Manager (who may be one of the Players on a Team). Two-way players will count towards this Roster limit for weeks in which they are competing in Contenders. Contenders Teams may have up to ten (10) players (including any two-way players) designated as eligible to compete in a given week. Roster size may vary per region.
- 3.3 **Team Owners.** A “**Team Owner**” must be either (a) a legal entity formed under the laws of any Eligible Jurisdiction, provided that the Team Owner must be authorized to do business under the laws of any jurisdiction in which the Team will compete or (b) an individual who is a resident of any Eligible Jurisdiction. A Team License may not be held directly by a Player, or by an individual acting as a proxy for a Player. In the event a Player-owned organization advances from the Open Division to Contenders Trials, Tournament Administration will coordinate with the Team Owner to determine the necessary steps to transfer ownership to an approved Team Owner.
- 3.4 **Team Manager.** Each Team will have a single individual designated as Team Manager. The Team Manager may be one of the Team’s Players. The Team Manager will be responsible for communicating with Tournament Administration on behalf of the Team. In the event the Team Manager is a Player, the Team Manager will count towards the ten (10) player limit for the Team.
- 3.5 **Team Management.** The Team Manger will act as a Team’s primary contact for all roster changes, rule disputes, and other communication between each Team and Tournament Administration.
- 3.5.1 **Single Channel Inquiries.** Only the Team Manager should contact Tournament Administration regarding Team-related issues.
- 3.5.2 **Designation.** Team Managers must be designated before the initial Roster Lock. In the event of a Team Manager change, Tournament Administration must be informed by the Team Owner as soon as possible.
- 3.5.3 **Final Decisions.** Team Managers maintain active control over the Team as outlined in this document, but in the case of a dispute the final decision-making power lies with the Owner of a Team.
- 3.5.4 **Transfer of Ownership.** A Team License is non-transferable unless the transfer is approved in writing by Tournament Administration. Tournament Administration reserves the right to disapprove any proposed Team License transfer for any reason or no reason.
- 3.5.5 **Team Replacement.** In the event that a Team Owner violates these Official Rules or Blizzard’s End User License Agreement, Blizzard may, at its option, disqualify the Team from competition and replace the Team with another Team. This may also result in the termination of the Team License for the disqualified Team.

3.6 Team Branding

- 3.6.1 Each Team must have an original name and logo and consistent team colors (the “**Team Branding**”). By agreeing to these Official Rules, the Team Owner represents and warrants that the Team Owner owns or has obtained all the necessary rights, licenses and permissions to use the Team Branding in connection with the Team and Contenders and to grant to Blizzard the licenses set forth in Section 13.
- 3.6.2 Team Branding must not contain any geographic names, marks, symbols or otherwise that conflict with any existing or future Overwatch League Team Branding.
- 3.6.3 All Team apparel must be submitted to Tournament Administration at least 2 weeks before it is intended to be shown on broadcast, appear at a live event or be displayed and marketed for sale, whether online or at an event or retail location. Teams and players are required to have their own physical branding in the event that the Team is to play in an on-site event. Teams will be required to source this branding on their own. Throughout the period on match day that a Participant is visible to the Contender’s and/or Academy Team’s live and camera audience(s), Participants may not wear, display or otherwise convey personal messages without express approval from Tournament Administration, which approval shall not be granted for political messages.

3.7 Player Contracts.

- 3.7.1 Team Owners may enter into services agreements with Players in connection with Player participation on the Team. Any such contracts must comply with applicable laws. Team Owners may not jointly negotiate, coordinate, or otherwise cooperate in negotiating or setting the terms of Player contracts, including without limitation through the use of a common agent.
- 3.7.2 Any services agreement between a Team Owner and a Player must permit the Player to:
 - 3.7.2.1 negotiate with Overwatch League teams regarding service as a player in the Overwatch League; and
 - 3.7.2.2 terminate the Player’s agreement with the Team Owner in the event the Player accepts a written offer to join the Overwatch League, subject to section 3.11.3 below.

For purposes of clarity, neither a Contenders Team, nor a Team Owner can in any way prohibit communication between a Contenders Player and an Overwatch League team. Contenders Teams and Team Owners shall be responsible for notifying Players of any communications, offers, or indications of interest by an Overwatch League team. Any violation of the provisions of this Section 3.11.2 may result in discipline against the Contenders Team and/or Team Owner, including potential termination of the Team License.

- 3.7.3 In the event a Player under a services agreement with a Team is signed to an Overwatch League player contract, the Overwatch League team will pay to the Team Owner a one-time fee (a “**Transfer Fee**”). The Transfer Fee will be negotiated between the Team Owner and the applicable Overwatch League team. There is no minimum Transfer Fee. The maximum Transfer Fee will be equal to 100% of the average annual base salary plus any applicable signing bonus in the player’s Overwatch League player agreement. The Transfer Fee must be paid from the Overwatch League Team to the Team Owner within 30 days of the Player’s execution of an Overwatch League player contract. Payment of the Transfer Fee is contingent upon Overwatch League Office approval of the Overwatch League player contract. If the Overwatch League Office rejects the agreement for any reason, there is no

Transfer Fee owed unless and until the Overwatch League player contract is subsequently approved.

3.7.3.1 For example, and without limitation, in the event a Player is signed to an Overwatch League contract which provides for a base average annualized salary of \$90,000 with a \$10,000 signing bonus, the Team Owner and Overwatch League team could negotiate a Transfer Fee between \$0 - \$100,000.

3.7.3.2 Neither a Contenders Team nor a Team Owner can attempt to prohibit a Player from joining an Overwatch League team with which that Player has signed a contract in an attempt to compel early payment of the Transfer Fee. Upon signing a contract with an Overwatch League team, the newly-contracted Player is free to report to the Overwatch League team as of the effective date of the player contract.

3.8 Contenders LAN Travel.

3.8.1 For LAN events, Teams may qualify for travel coverage to certain Overwatch Contenders hosted LAN events. Administration reserves the right to change the number of teams who receive travel coverage from each region, or cease to provide travel coverage to teams at any time for any reason.

3.8.2 Players will be required to submit their team rosters at specified dates to determine their eligibility for travel coverage. Teams that qualify will be required to compete at the Overwatch Contenders LAN with the same roster that was submitted during the submission process. Any Player who drops from the roster that was submitted will be unable to compete in any Overwatch Contenders LAN activity for that event. In this event of a player dropping from a Roster, Teams may reach out to Administration for relief, to be determined in the sole discretion of Administration. For the avoidance of doubt, Players who qualify for a Overwatch Contenders LAN must play on the team they qualified under and cannot compete with any other team at the event.

3.8.3 For teams qualified for travel coverage, such coverage will be provided for a minimum of six (6) Players and maximum of eight (8) Players. Teams may elect to bring a coach or manager instead of a substitute player at their own discretion. Administration reserves the right to change the number of players who receive travel coverage, or cease providing travel coverage at its sole discretion.

3.8.4 The Administration may provide travel and accommodations to qualified Players and Teams, at Administration's sole discretion. Information on travel and accommodation will be provided in the applicable Overwatch Contenders communications channels.

4. SEASON STRUCTURE AND SCHEDULE

4.1 **Regions.** Contenders' Seasons will operate in five regions worldwide (each, a "Region"):

- 4.1.1 **Australia**
- 4.1.2 **China**
- 4.1.3 **Europe**
- 4.1.4 **Korea**
- 4.1.5 **North America**

4.2

4.3 **Regional Competitive Details.** Each Region will have additional rules which will apply to all Contenders activity in that Region (the "Regional Rules"). For the avoidance of doubt, Participants may compete in any or all Regions' events (subject to all other eligibility requirements herein). Regional Rules will be communicated to Participants by Tournament Administration.

5. MATCH RULES

5.1 **Map Restarts.** The decision of what circumstances merit a map restart are solely at the discretion of Tournament Administration. Restart protocol will be decided by Tournament Administration and communicated to Team Managers before being executed.

5.1.1 **Restart Instances.** Maps may be restarted in the event that **Game of Record** has not been established. Maps may need a restart in the following examples:

5.1.1.1 Incorrect map is selected and loaded.

5.1.1.2 Game Settings are not correct.

5.1.1.3 The lobby needs to be remade (in situations where Players have trouble connecting to the map from lobby start).

5.2 **Game of Record.** Game of Record is established as a method to track when a map has progressed past the ability to remake.

5.2.1 **Parameters.** Game of Record occurs when the "Setup" in-game timer reaches 0. At this time, Teams exit spawn rooms (such as in the case of attacking or assaulting).

5.2.2 **No Return.** Once Game of Record has been established, Teams may no longer remake the map. As issues arise, Pause Time applies to that map. This includes the time in which a Team will be forced to play "Man-Down".

5.3 **Post-Match Process.**

5.3.1 **Results.** Tournament Administration will be responsible for confirming and recording all map and match results in real time.

5.3.2 **Break Time.** In cases where breaks or delays between matches and maps are necessary, Tournament Administration will inform the appropriate Team Managers as soon as feasible. Updates will also be provided to Teams as soon as available.

5.4 **Technical Issues.** Teams are responsible for any of their own technical issues, including hardware, software, or internet issues.

5.5 **Forfeitures.** Teams that do not start their game upon instruction from Tournament Administration to do so will be able to use their full 10 minutes of pause time to get the game started. If after 10 minutes the game is still not started, the team causing the delay will forfeit the game. Teams may repeat this process for up to 2 games per Match before forfeiting the Match as a whole. Prizing will not be awarded to teams that cause the forfeiture of games.

5.6 **Streaming.** Players will be allowed to stream their matches during Overwatch Contenders seasons only on the platform(s) designated by Tournament Administration, subject to the prohibition on third party sponsorships, advertising, or other commercialization set forth in **Section 8.2**. Players must stream with at least a **3-minute delay**.

5.6.1 Currently, the only approved platforms for streaming is YouTube.

- 5.7 **Server Location.** All matches will be played on a server in the applicable Region. For clarity, and by way of example, all North American Region matches will be played on servers located in North America.
- 5.7.1 **Server conflicts.** If two teams want to play on different servers within a single Region during Contenders Trials and Contenders play, a coin flip will take place with the winner having the choice of server for the first map. After the first map, the server will be picked by the team that lost the previous map. During Playoffs, the team that has the higher seed will have choice of server for the first map (if teams have the same seeding, server pick will be decided through a coin flip).
- 5.8 **Reservation of Rights.** Tournament Administration reserves the right to cancel, suspend and/or modify Contenders competition, or any part of it, if any fraud, technical failures, human error or any other factor within or outside of Tournament Administration's control impairs the integrity or proper functioning of the Contenders competition, as determined by Tournament Administration. If Contenders competition is so terminated, Tournament Administration reserves the right to determine the winners of said competition from among all non-suspect, eligible Participants.

6. COMMUNICATION

- 6.1 **Lobby Creation.** Participating Teams will be invited to match lobbies by Tournament Administration prior to their match start time. Teams will be notified of the official tournament accounts that will be setting up lobbies.
- 6.1.1 **Lobby Communication.** Map and side picks will be communicated to Tournament Administration in lobby.
- 6.1.2 **Pauses (online).** Pause requests will be communicated in match chat during an ongoing match. The details of why a pause is requested *must be communicated* to Tournament Administration.
- 6.1.3 **Pauses (on-site).** Pause requests will be communicated to a Stage Admin during an ongoing match. The details of why a pause is requested *must be communicated* to Tournament Administration. Team Communications will be muted for the duration of the pause.
- 6.2 **Announcements.** Large announcements, general information, ruleset, and bracket can be found at overwatchcontenders.com. This website will serve as an information hub for both teams and spectators.
- 6.3 **Email.** Players may **email contenderssupport@blizzard.com** for any issues that they experience, or to provide feedback as necessary. This method will often receive slower responses than reaching out to administrators via the Contenders Discord channel.

7. SPONSOR RESTRICTIONS.

- 7.1 Teams and Players may acquire individual sponsorships. Teams and Players may not engage in joint negotiations or otherwise cooperate or coordinate with one another in the marketing or negotiation of sponsorships. Tournament Administration reserves the right to restrict sponsor involvement in Contenders activities, and all sponsorships used in connection with Contenders activities are subject to approval. Teams and Players may inquire as to whether a sponsor is permissible by contacting Tournament Administration at contenderssupport@blizzard.com.
- 7.2 Teams and Players are prohibited from using any Overwatch Contenders live or on-demand stream; Contenders match highlights or other footage; Overwatch game images, game-related logos, artwork, animations; or other protected intellectual property owned or controlled by Blizzard or its

affiliates (collectively, "**Game Materials**") in connection with any third party sponsorships, advertising, promotions, or marketing.

7.3 Blizzard reserves the right to have Contenders-wide exclusive sponsorships on a global basis or specific to a particular Region. Blizzard may designate certain product or service categories as "reserved." Teams and Players will not be permitted to feature sponsorships in these "reserved" categories in connection with their participation in Contenders. The categories of goods and services set forth below are reserved for Blizzard for Contenders. For each of the categories, the description of items that are included and specific brand examples are non-exhaustive. If a Team Owner has questions regarding the scope of a given category the Team Owner should contact Tournament Administration before entering into a potentially conflicting agreement.

7.3.1 Video game platforms. This category includes gaming consoles such as Sony PS4 and Microsoft Xbox as well as PC-based gaming platforms such as HP Omen and Alienware Steam Machine and other dedicated video game platforms.

7.3.2 Athletic wear / apparel. This category includes athletic wear and apparel such as jerseys, warm-ups and uniforms sold by manufacturers such as Nike, Under Armour, Reebok, Adidas and Jinx.

7.3.3 Non-alcoholic beverages. This category includes all non-alcoholic beverages such as soda, water, coffee, energy drinks and sports drinks.

7.3.4 Payment services. This category includes payment services offered by companies such as Visa, Mastercard and American Express, PayPal, Alipay and others.

7.3.5 Beer, wine, cider, and other malt beverages. This category includes alcoholic beverages sold by beverage brands such as Anheuser Busch, Coors and Gallo.

7.3.6 Computer monitors, CPUs, and graphics cards. This category includes monitors, CPUs, and graphics cards sold by hardware companies such as HP, Intel, IBM, Samsung, Asus and Nvidia.

7.3.7 The manufacturers, publishers, or distributors of any of the foregoing products or services.

7.4 The following sponsor categories will not be allowed to be featured, displayed, or otherwise promoted by any Participant in connection with Contenders Seasons and/or Qualifier Events:

7.4.1 Any person or entity that offers products or services that Blizzard determines are detrimental to the business of Blizzard or any of its affiliates (including without limitation Overwatch or Overwatch Contenders) or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.

7.4.2 Games or other products or services from entities that compete directly with Blizzard or any of its affiliates

7.4.3 Account selling, sharing or trading websites

7.4.4 Alcohol

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

7.4.6 Tobacco and vaping products

7.4.7 Pornography, sexual or adult oriented products or services

7.4.8 Gambling / casinos (whether legal or illegal)

7.4.9 Firearms / weapons, or related products or services

7.4.10 Political candidates or ballot initiatives

8. CONDUCT

8.1 Behavior

- 8.1.1 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 Contenders, in each case as determined by Tournament Administration. Participants are required to behave in a professional and sportsmanlike manner in their interactions with other Participants and members of the Tournament Administration, the media, sponsors and fans.
- 8.1.2 Participants may 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.
- 8.1.3 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 Participants, fans, referees and officials.
- 8.1.4 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 Contenders schedule. It also prohibits forfeiting a game or match without reasonable cause.
- 8.1.5 Overwatch Contenders 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 our game. Participants in our competitions should be focused on bringing the world together through epic entertainment, celebrating our game, players, and fans, and building diverse and inclusive communities. Participants, Team Managers, and Owners must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official Contenders and Team events (including without limitation any Match) or on any official Contenders or Academy Team channels (e.g., Match broadcasts, Contenders or Team shows, and official Contenders and Academy Team-branded websites and social media channels). Throughout the period on match day that a Participant, Team Manager, or Owner is visible to the Contenders' and/or Academy Team's live and camera audience(s), they may not wear, display or otherwise convey personal messages without express approval from Tournament Administration, which approval shall not be granted for political messages.

8.2 Cheating and Game Integrity.

- 8.2.1 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 Game match (whether a Contenders 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:
 - 8.2.1.1 Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game, match or tournament (or any components thereof);
 - 8.2.1.2 Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
 - 8.2.1.3 Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in a Game and/or playing in a Game while logged in to a Battle.net Account registered to someone else;

- 8.2.1.4 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 (i.e., a game spectator illegally provides 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;
 - 8.2.1.5 Misuse or hacking of game servers;
 - 8.2.1.6 Violent, threatening or harassing behavior in any Game or Contenders setting;
 - 8.2.1.7 Possession of a weapon at Contenders or Team facilities or any other Contenders setting;
 - 8.2.1.8 Inappropriate use of Contenders equipment; and
 - 8.2.1.9 Any other actions or conduct that threatens to undermine the integrity of Contenders and its Teams.
- 8.2.2 Participants must at all times follow the Blizzard End User License Agreement, whether during a Game match or otherwise. Participants are prohibited from violating the Blizzard 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 the "SR" or skill rating of any account that does not belong to such Participant. Violations of this Section 9.2.2, whether during the course of a Contenders season, during the Contenders off-season, or prior to such Participant's entrance into Contenders may result in discipline to be determined in the discretion of Tournament Administration.

8.3 Illegal and/or Detrimental Conduct.

- 8.3.1 Participants are required to comply with all applicable laws at all times.
- 8.3.2 A Participant may not engage in any activity or practice which (i) brings him or her into public disrepute, scandal or ridicule, or shocks or offends a portion or group of the public, or derogates from his or her public image, or (ii) 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, the Blizzard, Tournament Administration, or any of their respective Representatives, Contenders, the other Teams or their respective sponsors or members, the Game or any other product or service of Blizzard. For the avoidance of doubt, Participant affiliation with individuals, entities or brands that are detrimental to the image or reputation of Blizzard, Tournament Administration, or any of their respective Representatives, Contenders, the other Teams or their respective sponsors or members, the Game or any other product or service of Blizzard, as determined by Tournament Administration, will be deemed as a violation of this provision and these Official Rules. A non-exhaustive list of such types of misconduct are as follows:
- 8.3.2.1 Actual or threatened violence toward a person, including domestic violence, partner violence, dating violence and child abuse;
 - 8.3.2.2 Sexual assault and other types of sexual offenses;
 - 8.3.2.3 Illegal possession or distribution of a weapon;
 - 8.3.2.4 Possession, use or distribution of performance-enhancing substances;
 - 8.3.2.5 Conduct that poses a danger to the safety of another person;
 - 8.3.2.6 Animal cruelty;
 - 8.3.2.7 Theft and other property crimes; and
 - 8.3.2.8 Crimes involving dishonesty.
- 8.3.3 Each Participant acknowledges that Tournament 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.

8.4 Anti-Harassment.

- 8.4.1 Tournament Administration is committed to providing a competitive Game environment that is free of harassment and discrimination.
- 8.4.2 In furtherance of this commitment, 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.

8.5 Gambling.

- 8.5.1 Gambling on the outcome of Game games, matches or tournaments (including any components thereof) can pose a serious threat to the integrity of, and public confidence in Contenders. Participants as well as employees of Tournament Administration or Blizzard are not allowed to (i) place, or attempt to place, bets on any games, matches or tournaments (or any components thereof) involving the Game, (ii) associate with high volume gamblers, or deliver information to others that might influence their bets, or (iii) offer or accept any gift or reward to or from anyone for services promised, rendered, or to be rendered in connection with any Game match, 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 Game match, Contenders Event or otherwise.
- 8.5.2 This rule also prohibits Participants from participating in anyone else's betting activities, asking anyone to place bets involving the Game (including without limitation Contenders games, matches or tournaments, or any components thereof) on a Participant's behalf, or encouraging anyone else to bet involving the Game (including without limitation Contenders games, matches or tournaments, or any components thereof).
- 8.5.3 Participants likewise are prohibited from engaging in any fantasy esports leagues or games involving the Game 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.

8.6 Alcohol and Drugs.

- 8.6.1 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 Contenders Events or on premises that are owned by or leased to the Team or Tournament Administration.
- 8.6.2 The unauthorized use or possession 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 may not be used to enhance performance in a game, match or tournament.

8.7 Non-Disparagement.

- 8.7.1 Participants have the right to express their opinions in a professional and sportsmanlike manner; provided, however, that Participants may not make public statements that call into question the integrity or competence of match referees or Tournament Administration.
- 8.7.2 Participants may 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 any member of Blizzard, Tournament Administration, any of their respective Representatives, Contenders, the other Teams or their respective sponsors or members, the Game or any other product or service of Blizzard. In addition, Participants may not encourage members of the public to engage in any activities that are prohibited by this Section 9.7.
- 8.7.3 This Section 9.7 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.

8.8 **Software and Hardware.**

- 8.8.1 Any intentional use, or attempted use, by a Participant of any bugs or exploits in the Game is strictly prohibited. Tournament Administration will determine 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.
- 8.8.2 Participants must consult with Tournament Administration before bringing electronic storage devices to any Contenders Event and are not allowed to use any mobile or external communication equipment during a match, including mobile phones.
- 8.8.3 Participants are prohibited from installing third-party software of any kind on any competition hardware or machines.

8.9 **Confidentiality.**

- 8.9.1 Participants must keep confidential and not disclose to any third party confidential and proprietary information concerning the Game, Contenders, Tournament Administration, Blizzard or any Team.
- 8.9.2 This Section 9.9 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

8.10 **Reporting.**

- 8.10.1 Upon becoming aware of any conduct prohibited by this Section 9, Participants are required to immediately report the details to Tournament Administration. Failure to comply with this requirement is an independent violation of these Official Rules.

9. TOURNAMENT PRIZING

9.1 **Distribution of Prize Awards.** A description of the potential prizes will be set forth in the Regional Rules. The awarding of prizes is void where prohibited or restricted. Subject to these Official Rules, Team prizes will be awarded either equally to each of the Players on a winning Team or to the Team Owner (with any discrepancies regarding the team's election determined by the Tournament Administration in its sole discretion). If each Player on a Team agrees in writing to permit the Team Owner to fulfill prizing directly, then Blizzard may elect to pay the total amount of Team prizing directly to the Team Owner. Team Owners and Players may agree to an alternative distribution of prizing in any applicable services agreement that is entered between a Player and Team Owner. Substitutes must play in a match in order to be eligible for payment. The awarding of prizing will not begin until after the Overwatch Contenders Playoffs for the applicable Season have concluded, assuming the requirements described in Section 10.2 are met. Potential Winners ("Potential Winners") are limited to one prize package per Contenders Weekly Play and Playoffs. Prizes are non-transferable and not exchangeable for any other prize. In the case of unavailability of a prize, the Tournament 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 Tournament Administration permits an alternate method of payment). Potential Winners who are eligible for the award of a prize assume all liability for the use of the prize.

9.2 **Requirements to Collect a Prize Award.** Potential Winners must comply with these Official Rules and winning is contingent upon fulfilling all requirements. Potential Winners shall have no right to any prize unless the conditions set forth in these and any other applicable rules are satisfied. Potential Winners will be notified after the end of an applicable Contenders Weekly Play or Playoffs. Each Potential Winner 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, form W-9 or form 8233 and any other forms required. If treaty benefits are applicable, a foreign person can file (Form 8233 for a nonresident alien and Form W8BEN-E for foreign

corporations) to demonstrate that they are entitled to reduced U.S. withholding. Winners will also be required to complete and submit to Tournament Administration bank account and routing information to receive their cash prize. Winners who accepted prizing 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 Tournament Administration requests, including waivers and releases, must be submitted to Tournament Administration before Tournament Administration will provide the Potential Winner with any prize. Following Tournament Administration's verification of eligibility and compliance with the terms of these Rules, the Potential Winner 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 Potential Winner 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 Potential Winner forfeits his or her eligibility to claim a prize.

9.3 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.

9.4 Prizes are not transferable. All prizes are awarded "as is" and without warranty of any kind, express or implied. ALL TAXES, INCLUDING VAT TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All cash prizes will be paid in U.S. currency, and can take the form of a check or direct deposit, as determined by Blizzard. Winners will be required to complete and submit to Tournament Administration an IRS form W-8, form 8233, or W-9. If treaty benefits are applicable, a foreign person can file (Form 8233 for a nonresident alien and Form W8BEN-E for foreign corporations) to demonstrate that they are entitled to reduced U.S. withholding. Winners will also be required to complete and submit to Tournament Administration bank account and routing information to receive their cash prize. Additional paperwork that the Tournament Administration requests, including waivers and releases, must be submitted to Tournament Administration before Tournament Administration will provide winner with any prize. Prizes are unable to be fulfilled until conclusion of the applicable Event and receipt of all necessary documentation.

10. DISCIPLINARY ACTION

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

10.2 Subjection to Penalty. Any violation of the Official Rules by one or more members of a Team or by a Team Owner will be subject to penalty. The nature and extent of penalties imposed will be determined by Tournament Administration. All decisions of Tournament Administration regarding rules violations or other issues regarding the Tournament, are final.

10.3 Penalties. Penalties for rule violations will be assessed by Tournament Administration. These penalties will vary in range between loss of side or map selection, to termination of a Team License, in direct relation to the severity of the offense and the number of offenses committed previously by

the same team. The following is a non-exhaustive list of penalties that may be enforced at the discretion of the Tournament Administration:

Verbal Warning(s)

Written Warning(s)

Suspension(s)

Loss of Side Selection for Current or Future Game(s)

Ban for Current or Future Game(s)

Prize Forfeiture(s)

Game Forfeiture(s)

Match Forfeiture(s)

Tournament Disqualification

Termination of Team License

11. LIMITATIONS OF LIABILITY AND GENERAL RELEASE

- 11.1 **As a condition to being allowed to participate in Contenders and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Blizzard and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives (the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in Contenders or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. In no event shall Participants have, and Participants hereby irrevocably waive, any right to sue the Released Parties or to seek or obtain injunctive or other equitable relief in connection with Contenders or the production, distribution, exhibition or other exploitation, or the advertising, promoting or publicizing of Contenders.**
- 11.2 **IN NO EVENT WILL BLIZZARD OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE LEAGUE 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 TOURNAMENT ADMINISTRATION, BLIZZARD OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 11.3 To the fullest extent permitted by applicable law, each Participant acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely

accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.

- 11.4 Participants acknowledge and agree that Blizzard are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

12. GRANT OF RIGHTS

- 12.1 By agreeing to these Official Rules and participating in Contenders, each Participant hereby grants to Blizzard and its parents, subsidiaries and affiliates 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, BattleTag (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, social media profile and posts, game play data and statistics, biographical information, backstory and any streams of the Overwatch game or streams of any other Activision Blizzard, Inc. video game in which the Participant participates ("**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 Contenders 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 Contenders and Overwatch in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Blizzard; and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Blizzard. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the "**Licensed Materials**".

- 12.2 **Advertising and Commercial Materials.** The grant of rights and licenses in Section 13.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Blizzard (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Blizzard'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 Blizzard (or its sublicensees) for Contenders or Overwatch from time to time (the foregoing, the "**Advertising and Commercial Materials**").

- 12.3 **Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**

- 12.3.1 As between each Participant and Blizzard, each Participant is the sole owner of Participant Materials, except that Blizzard is the sole owner of all BattleTags (or replacement tags), avatars, game play data and statistics and any intellectual property of Blizzard included in streams of Overwatch or other Activision Blizzard video games.
- 12.3.2 As between each Participant and Blizzard, Blizzard will be the sole owner of all of the following (collectively, the "**Contenders Materials**"):

- 12.3.2.1 Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials);
- 12.3.2.2 All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Blizzard and that incorporate or make use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);
- 12.3.2.3 Suggestions, comments and other feedback that a Participant may provide to Blizzard relating in any way to (a) Contenders, Overwatch or the business of Blizzard, and (b) all improvements or enhancements to Contenders, Overwatch, or the business of Blizzard resulting from any such suggestions, comments and feedback;
- 12.3.2.4 Data and statistics relating to a Participant's play of Overwatch, and all feeds and data streams of such data and statistics; and
- 12.3.2.5 Intellectual property rights in each of the foregoing existing anywhere in the world.

12.4 **Works for Hire; Assignment.**

- 12.4.1 If a Participant at any time creates, develops or invents any Contenders Materials, the parties acknowledge and agree that all copyrightable Contenders Materials, and all elements, portions and derivative works thereof, shall be created for Blizzard as "works made for hire" and that all copyrights in and to such Contenders Materials, and in all elements, portions and derivative works thereof, shall vest automatically in, and belong to, Blizzard. If, however, by operation of law or otherwise, such Contenders 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 Blizzard and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically accrue to Blizzard under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to Blizzard 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 Contenders Materials (and in all elements, portions and derivative works thereof) and agrees to take, at the expense of Blizzard or its designees, any and all such other actions reasonably deemed appropriate by Blizzard or its designee in furtherance of such assignment, including, without limitation, the execution and delivery to Blizzard or its designee of any further instruments of assignment reasonably requested by Blizzard or its designee.

12.5 **Waivers**

- 12.5.1 By agreeing to these Official Rules, each Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under applicable law in relation to the Licensed Materials, Advertising and Commercial Materials, or to his/her participation in Contenders or Blizzard events. Nothing in these Official Rules requires Blizzard to make use of any of the rights or licenses granted herein.

12.6 **Collection of Personal Data**

- 12.6.1 Blizzard will collect, store and use information collected in connection with Contenders and Contenders events (including information collected at live events) in accordance with Blizzard's online privacy policy (the "**Blizzard Online Privacy Policy**") for the applicable region below. By accepting these Official Rules, each Participant also agrees to the terms of the Blizzard Online Privacy Policy.

<http://us.blizzard.com/en-us/company/about/privacy.html>

<http://us.blizzard.com/es-mx/company/about/>
<http://us.blizzard.com/pt-br/company/about/>
<http://eu.blizzard.com/en-gb/company/about/>
<http://eu.blizzard.com/de-de/company/about/>
<http://eu.blizzard.com/fr-fr/company/about/>
<http://eu.blizzard.com/it-it/company/about/>
<http://eu.blizzard.com/pl-pl/company/about/>
<http://eu.blizzard.com/es-es/company/about/>
<http://eu.blizzard.com/ru-ru/company/about/>
<http://kr.blizzard.com/ko-kr/company/about/>
<http://tw.blizzard.com/zh-tw/company/about/>
<http://us.blizzard.com/en-sg/company/about/>
<https://www.blizzardgames.cn/zh/legal-cn/privacy>

13. RESOLUTION OF DISPUTES

- 13.1 **Disputes Regarding League Rules.** Blizzard has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of these Official Rules ("**Rules Dispute**").
- 13.2 **Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Blizzard may have against a Participant or that a Participant might have against Blizzard, and any dispute, claim or controversy arising out of or relating to Contenders or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Blizzard's final, binding authority (whether under Section 14.1 or under separate written agreements entered into with Blizzard or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Blizzard ("**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 place of arbitration will be Los Angeles, California. 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 14.2 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 Blizzard from seeking and obtaining from any court of competent jurisdiction (without the need for Blizzard 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 Official Rules. Except as otherwise provided by these Official 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).
- 13.3 **Class Action and PAGA Waivers.**
- 13.3.1 By agreeing to these Official Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Blizzard and the Participant individually.
- 13.3.2 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) 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 Blizzard; (ii) 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 (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), separately addressed in Section 14.3.3 below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Blizzard agree to class, collective, non-PAGA 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 14.3.1 and this Section 14.3.2 are referred to as the "**Class Action Waiver**".

13.3.3 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the Tournament Administration agree to PAGA 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 this Section 14.3.3 are referred to as the "**PAGA Waiver**".

13.3.4 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, 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.

13.3.5 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to Section 14.3 of this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA 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.

13.4 **Governing Law.**

13.4.1 All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the United States of America and the law of the State of New York, without regard to choice of law principles, provided that Blizzard 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 Official Rules executed by the Participant.

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

13.4.3 In recognition of Contenders' status as a global league, Blizzard will endeavor to provide official translations of these Official Rules. In the event of any conflict between the English version and any translation of these Official Rules, the English version will control.

13.5 **Changes to this Section.** Tournament Administration will provide 60 days' notice of any changes to this Section 13. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.



OVERWATCH CONTENDERS PARTICIPANT OFFICIAL RULES ACCEPTANCE FORM

The Overwatch Contenders Official Rules, including any updates, amendments or supplements thereto (including the Regional Rules) (collectively, the “Official Rules”), govern the conduct all Teams, Team Owners, Team Managers, Team Staff, and Players (“Participants”) who are actively participating in Contenders or any event related to Contenders. For purposes of ensuring fair play, to preserve the integrity of all Contenders events, and to ensure a consistent and high-quality experience for members of the public that view Contenders events, you must accept the Official Rules in order to participate in Contenders, and you must abide by the Official Rules in order to remain eligible to participate. You can accept the Official Rules by signing this Overwatch Contenders Official Rules Acceptance Form (“Acceptance Form”).

The Official Rules form a contract between Participants, on the one hand, and Blizzard and its affiliates who are engaged in operating Contenders, on the other hand. The Official Rules contain limitations of liability, license grants, and other legally binding contractual terms. Each Participant is required to read, understand, and agree to the Official Rules before participating in Contenders.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN CONTENDERS ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 14 AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THE OFFICIAL RULES.

Personal Information:		
Last Name:	First Name:	
Citizenship / Legal Residence:	Date of Birth:	Age:
Battle Tag(s):		
E-mail Address associated with Battle.Net account(s):		
Acceptance of and Agreement to the Official Rules:		
<p>I hereby acknowledge receipt of, or access to, the Official Rules. I understand that my compliance with the Official Rules is a condition of my participation in Contenders. I acknowledge that Blizzard Entertainment, Inc. and its affiliates (“Blizzard”) reserves the right in its sole discretion to impose discipline for any conduct that violates the Official Rules, including public reprimands, fines, suspensions, debarment and/or disqualifications. I acknowledge that the Official Rules are necessary to ensure fair play, preserve the integrity of Contenders games, matches and tournaments, and to ensure a consistent and high-quality experience for members of the public that view Contenders events. I have carefully read and I understand the Official Rules, and agree to be bound by their terms. I acknowledge and agree that, in its sole discretion, Blizzard (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Participation in Contenders will constitute acceptance of the changed rules. I understand and support the standards set forth in the Official Rules, and I will act in accordance with them.</p>		
Name of Participant (Team Owner, Player, etc.):	If Team Owner, name and title of person signing:	
Signature of Participant:	Date Signed:	
X		
Signature of Parent / Guardian (if applicable):	Date Signed:	
X		

PLAYER SELECTION PROCESS AUTHORIZATION FORM



Instructions: Thank you for your interest in participating in the player selection process (“**Player Selection Process**”) for the Overwatch League (“**League**”). In order to participate in the Player Selection Process, you must “Accept” the boxes below and sign this Player Selection Process Authorization Form (“**Authorization Form**”). If you check “Decline” on any of the boxes below, or if you don’t check either “Accept” or “Decline,” then you will not be able to participate in the Player Selection Process. You can request the League Office to access, update or delete your information by contacting scoutingreport@overwatchleague.com.

Player Information:	
Last Name:	First Name:
Email Address (used on your Battle.net Account):	Date:

Collecting and Using My Personal Information:

One of the goals of the Player Selection Process is to increase my visibility as a professional player and thereby build my personal brand. Accordingly, I hereby acknowledge and agree that The Overwatch League, LLC and/or its affiliates (collectively, “**League Office**”) will collect and use certain information about me and my game play (“**Personal Information**”) as follows:

- Collecting Party: The Overwatch League, LLC, The Overwatch League B.V. and its affiliates
- Purpose of Collection/Use: To analyze player’s data and to recommend an opportunity to participate as a League player
- Items of Personal Information to be Collected/Used by League: Age, name, date of birth, email address, language proficiency, personal description, social media usage, game play experience and role preference, willingness and preference to move internationally
- Items of Personal Information to be Collected through Blizzard Entertainment and Used by the League Office: BattleTag, Battle.net ID, game play data, accessible data and communications generated by, or occurring in connection with an individual’s registration with Battle.net or play of the game Overwatch or any other Blizzard Group video games (collectively, “**Game**”)
- Period of Retention: until the expiration or termination of (the license agreement between the League Office and Blizzard for the Overwatch game

Any such data collected by the League Office will be treated in accordance with the League Office’s privacy policy (the “Overwatch League Privacy Policy”) for the applicable region below. By signing this Acceptance form and accepting its terms and condition, you also agree to the terms of the Overwatch League Privacy Policy

- <https://overwatchleague.com/en-us/legal/privacy-policy>
- <https://overwatchleague.com/de-de/legal/privacy-policy>
- <https://overwatchleague.com/en-gb/legal/privacy-policy>
- <https://overwatchleague.com/es-es/legal/privacy-policy>
- <https://overwatchleague.com/es-mx/legal/privacy-policy>
- <https://overwatchleague.com/fr-fr/legal/privacy-policy>
- <https://overwatchleague.com/it-it/legal/privacy-policy>
- <https://overwatchleague.com/pt-br/legal/privacy-policy>
- <https://overwatchleague.com/pl-pl/legal/privacy-policy>
- <https://overwatchleague.com/ru-ru/legal/privacy-policy>
- <https://overwatchleague.com/ko-kr/legal/privacy-policy>
- <https://overwatchleague.com/ja-jp/legal/privacy-policy>
- <https://overwatchleague.com/zh-tw/legal/privacy-policy>

<https://www.overwatchleague.cn/legal/privacy-policy>

You can request the League Office to access, update; discontinue to collect, process or use; delete; and/or provide a copy of your information by contacting scoutingreport@overwatchleague.com.

※ I hereby acknowledge and agree that I have the right to refuse to give consent to the collection of my Personal Information by the League Office, in which case I will not be able to participate in the Player Selection Process.

Accept

Decline

Providing My Personal Information to Third Parties:

I hereby acknowledge and agree that my certain information will be provided to 3rd parties as follows:

- Party to which Personal Information is Transferred: Every team in the League as such are identified in the Overwatch League Privacy Policy.
- Items of Personal Information to be Transferred: name, Battle Tag, email address, date of birth, language proficiency, social media usage, game play experience and role preference, willingness and preference to move internationally, game play data, accessible data and communications generated by, or occurring in connection with an individual's registration with Battle.net or play of the game Overwatch or any other Blizzard Group video games
- Purpose of Transfer: To analyze and select potential candidates for each team
- Period of Retention by the Third Parties: until the expiration or termination of (i) the license agreement between the League Office and Blizzard for the Overwatch game or (ii) the third parties' agreement to participate as a team in the League (whichever is earlier).

※ I hereby acknowledge and agree that I have the right to refuse to give or at any time withdraw consent to the transfer of my personal information to third party, in which case I will not be able to participate in the Player Selection Process.

Accept

Decline

License to Use My Name, Likeness, etc.:

I hereby grant to the League Office a royalty-free, fully paid-up, worldwide, perpetual right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store and otherwise use my name, nickname, BattleTag (or replacement tags), Battle.net ID, logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the Game, and create derivative works thereof, in any and all present and future media, on or in connection with (a) the Player Selection Process, (b) the exploitation of media and other rights relating to the Player Selection Process, the League, and its teams and Game esports in general, and (c) the marketing, sponsorship and promotion of the Player Section Process, the League, any of its teams, the Game, and esports in general.

Accept

Decline

Limitations on Liability:

I AGREE THAT THE LIABILITY OF ACTIVISION BLIZZARD, INC., BLIZZARD ENTERTAINMENT, INC., THE LEAGUE OFFICE, BLIZZARD ENTERTAINMENT LIMITED, THEIR AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE FOREGOING, COLLECTIVELY, THE "BLIZZARD GROUP") TO ME FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS ARISING OUT OF OR IN CONNECTION WITH THE PLAYER SECTION PROCESS OR THE EXPLOITATION OF ANY OF THE RIGHTS GRANTED ABOVE SHALL BE LIMITED TO MY DIRECT DAMAGES NOT TO EXCEED US \$1,500.00, AND THIS SHALL BE MY ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT ANY MEMBER OF THE BLIZZARD GROUP WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I ACKNOWLEDGE THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ESPORTS COMPETITIONS AND PLAY OF THE GAME AT THE PROFESSIONAL LEVEL AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING FROM MY PARTICIPATION IN SUCH ACTIVITIES.

Accept

Decline

Overseas Transfer of My Personal Information (for a resident of the Republic of Korea):

I hereby acknowledge and agree that my Personal Information immediately upon giving my consent will be transferred to overseas entities by electronic transfer of scouting reports as follows:

- Collecting and using Personal Information by overseas entities:

<ul style="list-style-type: none"> ▪ Party which collects and uses Personal Information: The Overwatch League, LLC (located in U.S., privacy@overwatchleague.com), The Overwatch League B.V. (located in Netherlands, privacy@overwatchleague.com) and its affiliates ▪ Purpose of Collection/Use: To analyze player’s data and to recommend an opportunity to participate as a League player ▪ Items of Personal Information to be Transferred: Age, name, date of birth, email address, language proficiency, personal description, social media usage, game play experience and role preference, willingness and preference to move internationally, BattleTag, Battle.net ID, game play data, accessible data and communications generated by, or occurring in connection with an individual’s registration with Battle.net or play of the Game ▪ Period of Retention: until the expiration or termination of the license agreement between the League Office and Blizzard for the Overwatch game <ul style="list-style-type: none"> • Providing Personal Information to overseas 3rd parties: <ul style="list-style-type: none"> ▪ Party to which Personal Information is Transferred: Every team in the League as such are identified in the Overwatch League Privacy Policy ▪ Items of Personal Information to be Transferred: name, Battle Tag, date of birth, email address, language proficiency, social media usage, game play experience and role preference, willingness and preference to move internationally, game play data, accessible data and communications generated by, or occurring in connection with an individual’s registration with Battle.net or play of the Game ▪ Purpose of Transfer: To analyze and select potential candidates for each team ▪ Period of Retention by the Third Parties: until the expiration or termination of (i) the license agreement between the League Office and Blizzard for the Overwatch game or (ii) the third parties’ agreement to participate as a team in the League (whichever is earlier). <p>※ I hereby acknowledge and agree that I have the right to refuse to give or at any time withdraw consent to the overseas transfer of my Personal Information, in which case I will not be able to participate in the Player Selection Process.</p>	
<input type="checkbox"/> Accept	<input type="checkbox"/> Decline

Other Terms and Conditions:

This Authorization Form shall be governed by the laws of the State of New York, USA, without regard to choice of law principles. This Authorization Form shall be effective and binding on me, my heirs, next of kin, executors, administrators, permitted assigns and representatives. I agree that I may not assign, delegate or otherwise transfer this Authorization Form. If any provision of this Authorization Form is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. In entering into this Authorization Form I am not relying on any oral or written statements or representations made by any person or entity with respect to the League. If I am under the age of majority where I reside (for the Republic of Korea, under 19 years old), the parent or legal guardian signing below (“Guardian”) agrees to the terms and conditions in this Authorization Form. Guardian represents and warrants that he/she has the right to enter into this Authorization Form and has a legal right to sign this Authorization Form on behalf of Minor as the Minor’s parent or legal guardian. Guardian shall indemnify and defend the Blizzard Group for any claims related to the use and sharing of Minor’s personal and other information and data, the use of Minor’s likeness and Guardian’s lack of legal authority to sign this Authorization Form on behalf of Minor. Any dispute arising out of or relating to this Authorization Form shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with such Rules. The place of arbitration shall be Los Angeles County, California, USA. The decision of the arbitrator shall be final and binding, and any award of the arbitrator may be entered in any court of competent jurisdiction. This arbitration provision shall not preclude the League Office from seeking and obtaining from any court of competent jurisdiction temporary and permanent injunctive relief. THIS AGREEMENT TO ARBITRATE MEANS THAT I AND/OR THE GUARDIAN IS EXPLICITLY WAIVING THE RIGHT TO FILE A COURT ACTION AND IS GIVING UP ANY RIGHT TO A JURY TRIAL

<p>Signature of Player:</p> <p>X _____</p>	<p>If you are under the age of majority where you reside (for the Republic of Korea, under 19 years old) -- Parent or Guardian Printed Name and Signature:</p> <p>Name: _____</p> <p>Signature: _____</p>
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