

**BATTLEGROUND: LOBBY LEGENDS**  
**2022 OFFICIAL HANDBOOK AND STANDARD RULES V 1.5**

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# 1. INTRODUCTION

This Battlegrounds: Lobby Legends Handbook and Standard Rules (the “Handbook”) governs all Battlegrounds: Lobby Legends competitions organized by Blizzard or certain third parties (the “Tournament(s)”). This Handbook 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 Battlegrounds: Lobby Legends Tournaments.

THIS HANDBOOK 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 OF THE STANDARD RULES AS WELL AS LIMITATIONS OF LIABILITY AND RELEASE PROVISIONS IN SECTION 7 OF THE STANDARD RULES. THESE CLAUSES AFFECT YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW THEM CAREFULLY BEFORE ACCEPTING THESE RULES.

This Handbook forms a contract between you, Blizzard, and its affiliates who are engaged in operating the Tournaments. You are required to read, understand, and agree to this Handbook and any additional Tournament-specific rules as a condition of participating in any Battlegrounds: Lobby Legends tournament.

## 2. APPLICABILITY OF RULES

### 2.1 Acknowledgement of this Handbook.

- i. You acknowledge your acceptance of this Handbook by:
  1. signing or accepting a player participation form for any Tournament, either in print or online, if such form exists; or
  2. entering and participating in a game or match that is part of a Tournament. Blizzard may require you to sign or accept a player participation form prior to allowing you to participate in certain Tournaments.

- ii. If you are over the age of 13 but under the age of majority (as described in Section 3.3), your parent or legal guardian must acknowledge your acceptance of this Handbook on your behalf.
- iii. If you (or your parent or legal guardian) do not accept this Handbook or you do not meet the player eligibility requirements in section 3 below, you may not participate in the Tournament.

## 2.2 Applicability of Rules.

- iv. The terms contained in this Handbook apply to Hearthstone Tournaments in the Asia-Pacific, Americas, and Europe regions, including the following Tournaments:
  - 1. Battlegrounds: Lobby Legends Tournaments
  - 2. Battlegrounds: Lobby Legends Qualifiers
  - 3. All other Battlegrounds Tournaments run by Blizzard or licensed by Blizzard
- v. Specific Tournament rules may list the specific countries whose residents are eligible to participate in that specific Tournament.
- vi. This Handbook does not apply to Tournaments or programs that occur in China, even if the Tournament or program itself provides invites into Tournaments outside of China.
- vii. 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 this Handbook. The Website Terms include the Blizzard End User License Agreement applicable to your use of the Hearthstone game client and Blizzard's Battle.net service, the Blizzard Entertainment Online Privacy Policy applicable to your use of Blizzard's games, services, and websites, and the other terms and conditions which govern your use of Blizzard's games, services, and websites. Blizzard's Website Terms can be found below:
  - 1. North America: <https://www.blizzard.com/en-us/legal>
  - 2. Latin America: <https://www.blizzard.com/es-mx/legal>
  - 3. Brazil: <https://www.blizzard.com/pt-br/legal>
  - 4. Europe: <https://www.blizzard.com/en-gb/legal>

5. Korea: <https://www.blizzard.com/ko-kr/legal>
  6. South East Asia, Australia, New Zealand: <https://www.blizzard.com/en-sg/legal>
  7. Thailand: <https://www.blizzard.com/th-th/legal>
  8. Japan: <https://www.blizzard.com/ja-jp/legal>
  9. Taiwan: <https://www.blizzard.com/zh-tw/legal>
- viii. Your failure to adhere to the terms of this Handbook, the Blizzard End User License Agreement, or the Website Terms which govern the use of your Battle.net account and/or the Hearthstone game client may subject you to game or match forfeitures, disqualifications from Tournaments, prize forfeitures, other disciplinary action, and legal claims, as explained below.

### 3. ELIGIBILITY

#### 3.1 Participation and Eligibility.

- ix. 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.
- x. Certain Tournaments may only be open to players invited by the Tournament organizer.

- xi. Certain Tournaments may be dependent on the results of other Tournaments, or may have an earned invitation requirement, or specific requirements for Tournament finishes that you must meet in order to participate. These requirements are outlined in the rules for those Tournaments.
- xii. Certain Tournaments may have limited signups and are subject to a first-come-first-serve sign up system.
- xiii. Certain Tournaments, such as Hearthstone Collegiate Tournaments, may be limited to a specific category of players. The rules for those Tournaments will explain who is eligible to participate in the Tournament.
- xiv. Certain Tournaments may exclude players who have already earned an invitation to another Tournament.
- xv. In order to be eligible to participate in any Tournament, you must:
  - 1. have downloaded the Hearthstone game client;
  - 2. 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;
  - 3. have a Battle.net account that is in good standing at the start of the Tournament and remain in good standing throughout the Tournament;
  - 4. have a valid email address associated with your Battle.net Account as Blizzard reserves the right to verify the email address that you provide;
  - 5. 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;
  - 6. not already be participating in that Tournament. One entry into the tournament per person;

7. not be on Blizzard's Hearthstone suspended player list, which can be found at [blizz.ly/suspended](http://blizz.ly/suspended); and
  8. 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.
- xvi. All Tournaments are limited to one entry per person, regardless of the number of Battle.net accounts you may have registered.
  - xvii. In general, Tournament organizers may not exclude players from Tournament participation so long as the player meets all eligibility requirements outlined in this Handbook, and in the rules for that specific Tournament.
  - xviii. Notwithstanding anything to the contrary contained herein or in any specific Tournament 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 Proof of Residency Requirements.

- xix. Some Tournaments may only be open to residents of specific regions, and 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.
- xx. 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.
- xxi. For certain Tournaments, in order to continue to participate, you will 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 [hsadmin@eslgaming.com](mailto:hsadmin@eslgaming.com), and Blizzard can begin the verification process.

- xxii. 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 [hsadmin@eslgaming.com](mailto:hsadmin@eslgaming.com) if their new residency places them into a different region (for example from Europe to Americas).
- xxiii. Notwithstanding anything to the contrary contained herein or in any specific Tournament 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.

### 3.3 Minimum Age Requirements.

- xxiv. 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.
- xxv. 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 this Handbook and the Tournament's specific 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 this Handbook and the Tournament's specific rules on your behalf.
- xxvi. In addition to your parents or legal guardians reading and acknowledging your acceptance of the terms contained in this Handbook and the Tournament's specific 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.

### 3.4 Ineligible Players.

- xxvii. 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.
- xxviii. 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 STRUCTURES

### 4.1 General.

- xxix. This section covers the specifics of how Tournament rounds are played, in which medium, what the Tournament formats are, and how players are awarded prizes.

### 4.2 Online and Live Tournaments.

- xxx. Some Tournaments are played entirely online or have an online component. Unless otherwise defined in the format, participants may not have others provide advice to them during Tournament play, or play for them.
- xxxi. Some Tournaments are played at a live venue. The specifics of each Tournament's live event(s) will be covered within each Tournament's specific ruleset. Unless otherwise explained in a Tournament's specific rules, players are responsible for all costs associated with their own transportation to and from a Tournament venue.

### 4.3 Tournament Formats.

- xxxii. Most Tournaments have Tournament formats that accommodate the need for that specific Tournament. The specifics for Tournament formats is outlined in the Tournament specific

rules. In general, Tournaments may have different Tournament formats for different stages of the Tournament.

xxxiii. Tournament organizers must post Tournament formats and any other Tournament mechanics in the Tournament specific rules as part of the Tournament announcement.

#### 4.4 Battlegrounds: Lobby Legends Qualifier Tournament Format

xxxiv. Battlegrounds: Lobby Legends Qualifier Tournaments (the “Qualifier(s)”) determine the 12 players who qualify for a corresponding Battlegrounds: Lobby Legends Tournament (“Lobby Legends”). Each Qualifier will consist of 48 total players. The players who hold the top 16 spots on the Battlegrounds ladder leaderboard for the Americas, Asia Pacific, and Europe servers at the end of a qualifying period determined by Blizzard will be invited to participate in a Qualifier, unless such player does not meet all of the qualification requirements for the corresponding Qualifier, or such player is not in good standing with Blizzard as determinable in Blizzard’s sole discretion. Players from the China Region are not eligible to participate in Qualifiers.

xxxv. In the event that any of the top 16 highest ranked players on the Americas, Asia Pacific or Europe ladders do not meet the qualification requirements for the corresponding Qualifier, are unfit to participate as determinable in Blizzard’s sole discretion, or are unable to participate in a Qualifier, the invite(s) will be passed down to the next highest ranked qualified player(s) on the server from which the top 16 finisher secured their top 16 finish until 16 players are invited from each of the three eligible regions.

xxxvi. In the event that a player qualifies - for multiple in-game server region Qualifiers during the same qualifying period, the player will only receive one invite, which will be determined based on the first server region that the player qualified in.

xxxvii. The 48 players who participate in a Qualifier will be divided and placed into a group of eight players (a “Lobby”). Lobbies will be paired based on players’ ladder finishes in the following way:

Battlegrounds: Lobby Legends (Group Format)					
Stage 1					
Lobby 1	Lobby 2	Lobby 3	Lobby 4	Lobby 5	Lobby 6
APAC 1	EU 1	AM 1	APAC 2	EU 2	AM 2
EU 3	AM 3	APAC 3	EU 4	AM 4	APAC 4
AM 5	APAC 5	EU 5	AM 6	APAC 6	EU 6
APAC 7	EU 7	AM 7	APAC 8	EU 8	AM 8
EU 9	AM 9	APAC 9	EU 10	AM 10	APAC 10
AM 11	APAC 11	EU 11	AM 12	APAC 12	EU 12
APAC 13	EU 13	AM 13	APAC 14	EU 14	AM 14
EU 15	AM 15	APAC 15	EU 16	AM 16	APAC 16

xxxviii. Each of the six Lobbies will play three games of Hearthstone Battlegrounds against the other players in their Lobby. At the end of each game, each player will be awarded a number of points corresponding to their final placement in the lobby, as outlined in the table below.

Placement	Points
1st	7
2nd	6
3rd	5
4th	4
5th	3
6th	2
7th	1
8th	0

xxxix. In some cases in a game of Hearthstone Battlegrounds, multiple players are eliminated from the game at the same time. In those cases, a player would be awarded a number of points equal to the sum total of all the points earned by the players who were just eliminated divided by the number of players who were just eliminated. For example, if after a fight, the 4th and

5th place finishers were eliminated at the same time, both players would earn  $(4+3) \text{ points}/2 = 3.5$  points each).

xl. After three games of Hearthstone Battlegrounds are played by each Lobby, the four players in each Lobby who earned the most points in those three games will advance to the second stage of the Qualifier. In the event that any number of players are tied for the fourth most points, tiebreakers will apply to determine who finishes fourth place. The tiebreakers are: The player with the most first place finishes after three games advances. If multiple players are tied for the most first place finishes, the player with the most second place finishes advances. This process continues with 3rd, 4th, 5th, 6th and 7th place finishes until one player has been determined the winner. If two or more players are still tied in all of the above scenarios, the player who finished higher in the last lobby of the stage advances.

1. The second stage of the Qualifier mirrors the first stage of the Qualifier. That is, the 24 remaining players in the Qualifier will be divided into three Lobbies each containing eight players; The top four from lobbies one and four will be paired together, the top four from lobbies two and five will be paired together, and the top four from lobbies three and six will be paired together; players in those Lobbies will play 3 games of Hearthstone Battlegrounds against each other; after those three games, the four players who have accumulated the most points and/or have the best tiebreakers are considered the winners of the Qualifier.
2. The 12 winners of the Qualifier earn an invitation to participate in a Lobby Legends. In the event that any of those players becomes disqualified, is unable to participate in Lobby Legends, or is determined to be unfit to participate in Lobby Legends by Blizzard in its sole discretion, the invite(s) will be passed down to the next highest finisher in that player's Lobby in the second stage of the Qualifier.

#### 4.5 Battlegrounds: Lobby Legends Tournament Format

xli. Lobby Legends Tournaments will consist of 12 players who won a Qualifier that corresponds to the Tournament as well as four players from the China region as determined by Blizzard. The 16 participants in a Lobby Legends Tournament will be divided into two Lobbies each containing eight players.

xlii. Identical to Lobby Legends Qualifiers, each Lobby will play three games of Hearthstone Battlegrounds until a top four is determined for each of the lobbies based on points and tiebreakers as outlined in section 4.4. The top four players from the two Lobbies will then be joined into one final Top 8 Lobby.

xliii. Final standings in the Top 8 Lobby will be determined using the Check Format. The rules for the Check Format are as follows:

1. The Top 8 Lobby will play games of Hearthstone Battlegrounds against each other, and at the end of each game, will earn a number of points based on their final standings in that game as outlined in section 4.4.
2. Once a player has accumulated 20 or more points at the end of a game, they have put the Lobby “in Check.” A player can only win a Lobby Legends Tournament once they finish first place in a game after they have put the Top 8 Lobby in Check.
3. Once a player who has already put the Top 8 Lobby in Check finishes first in a game, the Tournament has ended, and players’ final standings will be determined. Tiebreakers for final standings will be determined as outlined in section 4.4.

#### 4.6 Prize Awards.

xliv. The awarding of prizes is void where prohibited or restricted.

xlvi. 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.

xlvii. 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 this Handbook 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.

xlvi. Prizes are not transferable. Notwithstanding the foregoing, 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.

xlvi. 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.

xlix. Prize pools for specific Lobby Legends Tournaments may vary and will be announced prior to the Qualifiers for those Tournaments.

#### 4.7 Travel and Expenses.

i. The organizers of certain Tournaments may provide transportation and lodging accommodations to players at certain stages of the Tournament. The specifics of any transportation and lodging will be outlined in the rules for each specific Tournament. In general, any transportation and lodging provided by Blizzard are governed by the following rules.

ii. Blizzard will, at its cost, make travel arrangements for players who qualify for sponsored travel under a Tournament's specific rules and pay the expenses to the vendor directly. The travel expenses of players will not be reimbursed. All Blizzard-provided travel must take place on the dates and times that Blizzard specifies.

iii. 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.

liii. 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.

liv. 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 and expenses associated with obtaining the necessary visas, passports, or other travel documentation.

## 5. TOURNAMENT MECHANICS

### 5.1 General.

lv. This section covers general Tournament mechanics that are applicable to all Lobby Legends Tournaments and Lobby Legends Qualifiers. 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 Accounts.

lvi. For all Lobby Legends Tournaments and Lobby Legends Qualifiers, Blizzard may provide competitors with special accounts with unlocked card and tavern pass 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.

lvii. Blizzard will determine on what server Lobby Legends Tournaments and Lobby Legends Qualifiers are played. Blizzard will attempt, but is under no obligation, to rotate which server a Lobby Legends Tournament and its Qualifier are played on between the Americas, Asia Pacific and Europe servers. Blizzard will attempt, but is under no obligation, to correspond

the server a Qualifier is played on with the server the associated Lobby Legends Tournament is played on.

### 5.3 Written Notes and Deck Tracking Software.

lviii. 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.

lix. Players may, at their sole risk and responsibility, use deck tracking software applications during online Tournament matches subject to the requirements described in this Handbook (“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:

1. The Tournament’s specific rules do not prohibit Deck Trackers.

2. Use of the Deck Tracker complies with all of the terms of this Handbook.

3. 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.

4. 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.

lx. Failure to adhere to all of the Deck Tracking requirements outlined in Section 5.10(b) may result in disciplinary action.

### 5.4 Spectators.

lxi. 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.

#### 5.5 Hardware and Software Failures.

lxii. 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 in Section 6.4 below.

lxiii. 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 a game. Games experiencing client-side graphical freezes are not subject to a restart, or considerations of the board state to determine a winner.

#### 5.6 Software Bugs and Exploits.

lxiv. 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.

lxv. 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.

lxvi. 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.

#### 5.7 Hardware.

lxvii. For BYOD Tournaments, players must follow rules outlined by the Tournament organizer regarding the specific equipment type that is allowed for the Tournament.

lxviii. 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.

lxix. 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.**

lxx. 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 this Handbook and impose sanctions for violations. This section covers some of the penalties that Tournament officials have at their disposal for rule infractions.

lxxi. 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.

1. **Warning.** A warning is an official recorded notice to a player for a minor Tournament infraction.
2. **Game Loss.** A game loss is a forced automatic loss for a single game of Hearthstone Battlegrounds. 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 Tournament.

- a. In any Hearthstone Battlegrounds Tournament, when a mid-game game loss penalty is received, the player receives zero points for that game. If a player receives a game loss during a game in which they would have otherwise been awarded points, it does not change the number of points that any other players in the Lobby would receive for that game. The player who receives a game loss is not assigned last place in the lobby, but rather, the points they would have earned regardless of where they finish in the lobby once they receive their game loss will become void. Players who receive a game loss mid-game will be asked to concede the active game immediately upon receiving their game loss.
  - b. Players who receive a game loss between games may be asked to join the next game in the Tournament and then concede the game as a requirement to continue participating in the Tournament.
3. 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. For the sake of Lobby Legends Tournaments and Lobby Legends Qualifiers, a match loss penalty would end the penalized player's participation in the Tournament.
  4. 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.
- lxxii. 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.
  - lxxiii. Players must bring Tournament infractions to the attention of Tournament officials and may not waive penalties on behalf of their opponents.
  - lxxiv. The outlined penalties do not carry over from one Tournament to the next Tournament.

## 6.2 Tardiness.

- lxxv. Match tardiness occurs when a player fails to arrive for a game 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.
- lxxvi. 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.

### 6.3 Failure to Check In on Time.

- lxxvii. 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.
- lxxviii. 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.
- lxxix. 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.

### 6.4 Match and Game Disconnects.

- lxxx. Players may not intentionally disconnect from an active game of Hearthstone Battlegrounds during a Tournament for the purpose of extending their turn timer or for any other reason other than after completing or conceding a game. A player found to have intentionally disconnected from a game during a Tournament is considered to be cheating and will be disqualified from the Tournament.
- lxxxi. In general, a game of Hearthstone Battlegrounds will not be stopped or restarted during a tournament due to a disconnect issue once all players have entered a game. All participants in Lobby Legends and its Qualifiers are solely responsible for their connectivity during a Tournament in any “Bring-Your-Own-Device” Tournament.
- lxxxii. Players who experience the in-game bug in which minions appear off center from their normal location on the board may disconnect from the game and reconnect if they provide a screenshot or screen recording to a tournament official proving that the bug was taking place. Players are responsible for notifying an admin prior to leaving the game for this reason so that the admin can follow up to collect the screenshot after the game. If a player fails to provide the screenshot after leaving the game for this reason, they are considered to have cheated by intentionally disconnecting and will be disqualified from the tournament. Tournament officials may apply this workflow to new in-game bugs as they are discovered.

#### 6.5 Failure to follow Tournament announcements.

- lxxxiii. 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.
- lxxxiv. The initial penalty for this infraction is a warning.

#### 6.6 Failure to follow Tournament official’s specific instructions.

- lxxxv. 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.

lxxxvi. The initial penalty for this infraction is a game loss.

6.7 Cheating.

lxxxvii. Players must compete to the best of their ability at all times and may not break Tournament or Player Handbook 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:

1. 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.
2. 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 7.11, including any sharing of one teammate's game client screen with the other teammate; provided, further, this Section 7.11(ii) shall not apply to press obligations.
3. 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:
  - a. VOIP solutions such as Discord or Skype;
  - b. Keyboard or other equipment drivers and software;
  - c. For online Tournaments only, Deck Trackers which meet all of the requirements described in Section 5.9(b); and
  - d. Any third party software specifically installed by the Tournament organizers to facilitate Tournament play.

4. 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.
  5. Attempts to damage or alter equipment to trigger a delay of the Tournament or gain any other advantage.
  6. Exploiting or intentionally using any in-game bug to seek an advantage.
  7. Influencing or manipulating a Tournament game or match so that the outcome is determined by anything other than its merits.
  8. 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.
  9. Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means.
  10. Lying to or omitting information from Tournament officials.
- lxxxviii. 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: [hsadmin@eslgaming.com](mailto:hsadmin@eslgaming.com).
- lxxxix. 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.
- xc. Unless otherwise specified by Blizzard, all participants in Qualifiers will be allowed to stream their participation in the Tournaments on their personal channels so long as they stream on a delay of at least 15 minutes.

- xc. Unless otherwise specified by Blizzard, all participants in Lobby Legends Tournaments will be allowed to stream their participation in the Tournament on their personal channels so long as they stream on a delay of at least 30 minutes.
- xcii. A player found to be engaging in “account boosting” (e.g., assisting another person with artificially boosting their account stats or in-game rank) or playing on ladder or in a Tournament impersonating another player is considered to be cheating and may be temporarily suspended or banned from participating in Hearthstone Tournaments at Blizzard’s sole discretion. As long as such play otherwise complies with Blizzard's Website Terms, co-streaming, co-playing or coaching ranked play is acceptable when play is occurring more than 5 days before the end of a qualifying period.

#### 6.8 Unsporting Conduct.

- xciii. 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:
  - 1. **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:
    - a. Excessive swearing or profanity;
    - b. Demanding an opponent receive a penalty following a Tournament official issuing a ruling;
    - c. Throwing trash on the floor or otherwise littering at a venue;
    - d. Administering penalties without alerting a Tournament official.
  - 2. The initial penalty for this infraction is a warning.
  - 3. **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:

- a. Intentionally breaking Tournament equipment issued by the organizer;
  - b. Defacing the Tournament venue;
  - c. Threatening a Tournament official or another player;
  - d. Violence toward any Tournament participant, official or spectator;
  - e. Theft.
4. 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.

#### 6.9 Win Trading on Ladder.

- xciv. “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.

#### 6.10 Webcam Requirements

- (a) All Players competing in Lobby Legends 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 game of the Tournament.
- (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 Lobby Legends 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.

#### 6.11 Penalty Investigations Process.

- xcv. 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 [hsadmin@eslgaming.com](mailto:hsadmin@eslgaming.com).
- xcvi. Tournament organizers who disqualify a player from their Tournament are required to provide this information to Blizzard after the event, by contacting [hsadmin@eslgaming.com](mailto:hsadmin@eslgaming.com).
- xcvii. 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.
- xcviii. 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 this Handbook, 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:
  - 1. Suspend the player from participating in any future Hearthstone Tournaments and events by adding the player to a public list of suspended players.
  - 2. Revoke all or any part of the points and prizes previously awarded to the player.
  - 3. 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.
- xcix. 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.

- c. 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 this Handbook or applicable law is, itself, a violation of the terms in this Handbook.
- ci. 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.
- cii. Players suspended from Hearthstone Tournament play are listed at [blizz.ly/suspended](http://blizz.ly/suspended).

6.12 Consent to Public Discipline.

- ciii. 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.

- civ. You agree that Blizzard and the other members of the Blizzard Group are not responsible for:
  - 1. Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
  - 2. Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
  - 3. 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
  - 4. Any printing or typographical errors in any materials associated with the Tournament or Tournament events.

- cv. 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).

7.1 Changes to Your Battle.net Account.

- cvi. 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.
- cvi. In the event of a conflict between the provisions of the Website Terms or the terms of this Handbook, the provision that is most protective of Blizzard will govern and control.

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

8.1 Blizzard Copyrights and Trademarks.

- cvi. This Handbook, and all accompanying materials at Blizzard Tournaments are copyright © 2022 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- cix. Nothing in this Handbook, 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.

- cx. 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.
- cxi. You agree that Blizzard will not be liable to you for any changes to Hearthstone or the terms of this Handbook.

8.3 Changes to the Terms of this Handbook.

- cxii. This Handbook contains the governing rules, policies, and procedures for Tournaments that are in effect at the time of their publication.

cxiii. Blizzard reserves the right to revise, modify, change, delete or add to the terms of this Handbook 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.

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

#### 8.5 No Employment Relationship.

cxv. 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.

cxvi. Nothing in this Handbook 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.

cxvii. To the fullest extent permitted by applicable law, this Handbook, 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.

cxviii. If you have any questions or comments about this Handbook, please email them to [hsadmin@eslgaming.com](mailto:hsadmin@eslgaming.com) or send written questions to: Hearthstone Tournament Handbook c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.

## 9. GLOSSARY

“**Americas**” means the 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.

“**Asia-Pacific**” means Australia, Indonesia, Hong Kong, India, Japan, Macau, Malaysia, New Zealand, The Philippines, Singapore, South Korea, Taiwan, Thailand, and Vietnam.

“**Battle.net Account**” means a full Battle.net account registered on Blizzard’s Battle.net service that is in good standing and that remains in good standing throughout Tournament competition. “Battle.net Account” does not refer to a Battle.net lite account; a lite account is not sufficient for participation in any Tournament.

“**Battle.net lite account**” means a version of Battle.net that mobile users can create without accepting the Battle.net End User License Agreement.

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

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

“**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.

“**Website Terms**” means the Blizzard End User License Agreement applicable to your use of the Hearthstone game client and Blizzard’s Battle.net service, the Blizzard Entertainment Online Privacy Policy applicable to your use of Blizzard’s games, services, and websites, and the other terms and conditions governing use of Blizzard’s games, services, and websites.

## 10. 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.