



Hearthstone Collegiate Championships Tournament Handbook

Version 1.1

Hearthstone Collegiate Championships Tournament Handbook

2/23/2017

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1. Introduction

These Spring 2018 Hearthstone Collegiate Championships Official Competition Rules (“Official Rules”) govern qualification for and competitive play of the Hearthstone Collegiate Championships for Spring 2018 (“Tournament(s)”), which will be administered by Tespa, Inc. (“Sponsor”).

These Official Rules, in conjunction with the 2018/2019 Hearthstone Tournament Handbook (the “Handbook”), establish the rules of tournament play, including rules governing player eligibility, tournament structure, prize awards, sponsorships, player conduct, etc.

You must accept these Official Rules and register your acknowledgement of the Handbook in order to participate in the Tournament, as well as abiding by these Official Rules and adhere to the terms of the Handbook in order to remain eligible to play in the Tournament and receive prizes. Official Rules are explained below. The Handbook can be found here: <https://bnetcmsus-a.akamaihd.net/cms/gallery/u3/U3JP7PF6YSVD1515800692329.pdf>

2. Collegiate Hearthstone Championships Spring 2018

2.1. Acceptance of the Official Rules

- A. You indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the Tournament.
- B. If you are under the age of majority (as described in the Hearthstone Tournament Handbook), your parent or legal guardian must accept these Official Rules on your behalf.
- C. If you (or your parent or legal guardian) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Tournament.

2.2. Applicability of the Official Rules

- A. These Official Rules govern play in the Tournament.
- B. If you violate these Official Rules, Hearthstone Tournament Handbook or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action and legal claims, as explained below and in the Hearthstone Tournament Handbook.

3. Player Eligibility Requirements

3.1. Student Eligibility

- A. Registration for this tournament is limited. This tournament is only open to individuals who, as of January 22, 2017, meet all of the following requirements.
 - a. Are legal residents of the United States or Canada
 - b. Are enrolled, or will be enrolled, during the tournament period as a part-time or full time student in an accredited graduate school, four-year college, four-year university or community college, that is located in the United States or Canada that has a physical campus location where more than 50% of the student body attends classes offline during the tournament period.
 - c. Have registered an account with Tespa Compete at <https://compete.tespa.org/register> (at no cost to the registrant)
 - d. Have authorized access to a full Battle.net account with a Hearthstone game license that is registered on Blizzard Entertainment's North America Battle.net service (a Battle.net light account is not sufficient for this tournament) that is in good standing and which remains in good standing throughout the tournament ("Account")
 - e. Are not directors, officers and employees of Sponsor, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to win any prizes.

3.2. Teams

- A. Players must form teams of exactly three (3) students that attend the same school. Hearthstone Collegiate Championships may utilize team managers in this Tournament, however, all team managers must have been accepted into Sponsor's Team Manager Program ("Team Manager"). If you are interested in the Team Manager Program, go to <https://compete.tespa.org/teammanager>. Team Managers do not count as a player and may not play in the tournament, but they can be a part of multiple teams.
- B. There is no limit to the number of non-Varsity teams from a specific school. However, players may not be on more than one roster.
- C. Rosters can only be changed before the end of the last matches of the third week of regular season play unless there is a documented medical emergency.
- D. Players on a team may communicate during the match in person, through voice programs, through spectating and/or through screen sharing.
- E. Not all players must be present for every match unless otherwise specified. However, teams may not use the account of a player who is not present.
- F. Teams may swap between accounts during a match by alerting the opposing team beforehand.

3.3. Regions

- A. Participants will be split into their designated regions based on the physical location of the college they attend ("Regions").
 - a. The "West" Region shall include Teams from Alaska, Arizona, California, Hawaii, Idaho, Nevada, Oregon, Utah, Washington, British Columbia, Alberta, Yukon, and Northwest Territories;

- b. The “North” Region shall include Teams from Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Montana, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, Wyoming, Saskatchewan, Manitoba, Ontario, and Nunavut;
- c. The “South” Region shall include Teams from Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Alabama, and Puerto Rico
- d. The “East” Region shall include Teams from Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Virginia, West Virginia, Vermont, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, and District of Columbia

3.4. Varsity Esports Program Eligibility

- A. Only students that are designated by their school administration as recognized varsity esports players may participate in the varsity division. These minimum criteria must be met to be considered a varsity esports team (Additional criteria may be imposed by the school on eligibility in their varsity esports program):
 - a. The school administration must have a sanctioned varsity esports program. Players that receive scholarships from their school solely due to their involvement in competitive esports are also eligible.
 - b. The school administration must designate a specific roster as the varsity team.
 - c. There may only be one (1) varsity team per school.
 - d. There must be an administration point of contact related to the esports team.
 - e. Varsity players must maintain at least a 2.5 GPA at the school they are playing for.
 - f. Varsity players must be full time students.

4. Hearthstone Collegiate Championship Tournament Structure

4.1. Tournament Rules

- A. This Tournament is governed by these Official Rules and the terms contained in the Handbook.
- B. For all Tournament matches, each team will use Hearthstone card decks that their team have created (using cards they have collected) on the Americas servers where the tournament is held. Card decks created on other regions’ servers are not eligible for play in Tournament matches.
- C. All matches excluding the semi-finals and finals of Live Finals will play a best of five, Conquest with 1 ban format with four classes per team each match in Standard. Details on tournament formats are outlined in the Hearthstone Player Handbook.

- D. These tournament rules are subject to change with notice via email to all affected tournament participants. When in doubt, please confirm with a tournament administrator by emailing compete@tespa.org. Tespa administrators have final say in disputes and interpretation of the rules.

4.2. Tournament Period

- A. Registration for the Tournament shall commence on or about January 22nd, 2018 at approximately 10:00 a.m. Pacific Time and is expected to conclude on February 16th, 2018 at approximately 11:59 p.m. Pacific Time.
- a. The Regular Season and the Varsity Season for the Tournament shall commence on or about February 19th, 2018 and is expected to conclude April 3rd, 2018.
 - b. The Varsity Division Championships for the Tournament shall commence on or about April 7th, 2018 and is expected to conclude April 8th, 2018.
 - c. The Regional Playoffs for the Tournament shall commence on or about April 14th, 2018 and is expected to conclude April 22nd, 2018.
 - d. The Championship Bracket for the Tournament shall commence on or about April 7th, 2018 and is expected to conclude April 8th, 2018.
 - e. The Finals for the Tournament shall commence on or about May 19th, 2018 and is expected to conclude May 20th, 2018.

4.3. Decklists

- A. Decklists will be submitted through Discord to a bot before the start of every game. The exceptions to this rule include teams that are on broadcast as well as the Live Finals. Instructions on submission will be sent through an email at least 3 days before the match.
- B. All matches with the exception of some Live Finals matches will be open decklist. Teams will be given decklists before the ban phase begins.

4.4. Regular Season

- A. Teams will be randomly seeded into a standard Swiss-pairing style ("Swiss") tournament, where they will compete over the internet for 7 rounds of Swiss pairing. All matches inside the current round must be completed at which point all new pairings for the upcoming round will be made based on the results of the previous round. These pairings will be based on the Swiss record of the players throughout the Regular Season. Starting with the teams with the best record, teams are randomly paired against other teams with the same record that they have not played previously in the tournament. If there are no teams left with the same record, the remaining team will be paired against a random team with the next best record. This process continues until there are no matches able to be created. Any remaining team receives a bye.
- B. Teams will be required to play one match a week throughout the regular season. Matches will be played on Monday at 5:00 p.m. Pacific Time for South Region teams, Monday at 7:00 p.m. Pacific Time for West Region teams, Tuesday at 5:00 p.m. Pacific Time for East Region teams, and Tuesday at 7:00 p.m. Pacific Time for North Region teams.

- C. Teams that end the regular season with at least 5 match wins after 7 rounds will advance to the Regional Playoffs.

4.5. Varsity Division Regular Season

- A. If there are 15 or less Varsity Teams that qualify for the Varsity division in the Player Eligibility section, all Varsity Teams will compete in a Round Robin ("Round Robin") tournament. All matches will be randomly assigned for all rounds at the start of the season. Each team will play every other team in the league exactly once throughout the Regular Season.
 - a. In the event that teams are tied with the same amount of match wins at the end of the season, the team with the highest amount of game score (game wins - game losses) will be seeded higher.
 - b. In the event that teams are tied with the same game score at the end of the season, the team that won the season match between the tied teams will be seeded higher ("Head to Head").
 - c. In the event that the game score and the head to head is the same, the tied teams will play a tiebreaker match.
- B. If there are more than 15 Varsity Teams that qualify for the Varsity division in the Player Eligibility section, all Varsity Teams will compete in a Swiss tournament.
 - a. In the event that teams are tied with the same amount of match wins at the end of the season, the team with the stronger opponents will be seeded higher. This is calculated with the win-loss of all a team's opponents for that phase and add them together ("A score"). No opponent may contribute less than a -3 to a team's score.
 - b. In the event that teams are tied with the same amount of A Score at the end of the season, the team with the stronger opponents will be seeded higher. This is calculated with the cumulative A Score of all a team's opponents ("B score").
 - c. In the event that teams are tied with the same amount of B score at the end of the season, the team that received their first loss later in the tournament will be seeded higher.
- C. Teams will be required to play two matches a week throughout the Varsity Regular Season. Matches will be played on Monday and Tuesday at 6:00 p.m. Pacific Time for all Varsity teams.
- D. The top 8 teams at the end of the Varsity League Regular Season will advance to the Varsity Division Championships.

4.6. Varsity Division Championships

- A. The Division Championships will be determined by the 8 teams with the best Varsity Division Regular Season score. Any teams with the same match record will be ranked according to their tie-breakers. The Division Championships is a dual elimination 8 team championship round. Teams will be seeded into the Championship round based off their match scores from the Varsity Regular Season rounds.
- B. Seeds 1, 4, 5, and 8 from Regular Season will play in a dual elimination group and Seeds 2, 3, 6, and 7 from Regular Season will play in another dual elimination group. Details on tournament formats are outlined in the Hearthstone Player Handbook.

- C. Teams that advance from the dual elimination stage will play in in a single elimination bracket with the first seed team from each dual elimination groups playing the second seed team from the opposite dual elimination group for the title of Varsity Division Champions.
- D. Teams that win through their dual elimination groups qualify for the Championship Bracket while teams that lose in their dual elimination groups will need to qualify through Regional Playoffs.

4.7. Regional Playoffs

- A. Teams qualify for the Regional Playoffs in the following ways:
 - a. Teams advance from Regular Season with 5 or more wins.
 - b. Teams advance from the Varsity Division Championships if they did not qualify for the Championship Bracket. Teams that come from the Varsity Division will be separated into their respective Regions.
- B. Teams will be seeded into a standard Swiss tournament by their Regions. The top 8 teams from each Region with the best Swiss record will advance to dual elimination groups. Any teams with the same match record will be ranked according to their tie-breakers.
 - a. In the event that teams are tied with the same amount of match wins at the end of the season, the team with the stronger opponents will be seeded higher. This is calculated with the win-loss of all a team's opponents for that phase and add them together ("A score"). No opponent may contribute less than a -3 to a team's score.
 - b. In the event that teams are tied with the same amount of A Score at the end of the season, the team with the stronger opponents will be seeded higher. This is calculated with the cumulative A Score of all a team's opponents ("B score").
 - c. In the event that teams are tied with the same amount of B score at the end of the season, the team that received their first loss later in the tournament will be seeded higher.
- C. Seeds 1, 4, 5, and 8 in each Region will play in a dual elimination group while seeds 2, 3, 6 and 7 will play in a dual elimination group. The top 2 teams from each dual elimination group will advance to the next dual elimination group. The bottom 2 teams from each dual elimination group will be eliminated.
- D. The remaining 4 teams from each Region will play in a dual elimination group, where the seed 1 will play against the seed 2 of the other dual elimination group. The top 2 teams from each dual elimination group will advance to the Championship Bracket. The bottom 2 teams from each dual elimination group will play a Last Chance single elimination match against each other. The winner of this match will advance to the Championship Bracket.

4.8. Championship Bracket

- A. 16 Teams qualify for the Championship Bracket in the following ways:
 - a. 8 Teams advance from the last dual elimination groups of Regional Playoffs
 - b. 4 Teams advance from the Last Chance single elimination match of Regional Playoffs
 - c. 4 Teams advance from the Varsity Division Championships
- B. Teams will be randomly drawn into dual elimination groups. Each group will have 1 team from the Varsity Division Championships, 1 team from the Last Chance match, 1 2-0 team from the

dual elimination group of Regional Playoffs and 1 2-1 team from the dual elimination group of Regional Playoffs.

- C. The top 2 teams from each group will advance to the Live Finals in California. The bottom 2 teams from each group are eliminated.

4.9. Live Finals

- A. Eligible Participants who qualify for the Spring 2018 Hearthstone Collegiate Championship Live Finals will receive a package (\$2000 ARV) consisting of:
 - a. Round trip coach airfare to the regional airport nearest the location of the National Championship event, that will take place in California. Sponsor may substitute ground transportation for airfare, in its sole discretion, if the Winner's residence is located within one hundred (100) miles of the location of the Tournament
 - b. a minimum of two (2) night lodging (double occupancy or single in the case of a minor) at a hotel of Sponsor's choice, meals and ground transportation, as determined by Sponsor, in its sole discretion. All travel must take place on the dates and times as specified by Sponsor. Eligible Participants who qualify for prizes hereunder shall be responsible, at their own cost and expense, for obtaining all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship so that they have the legal capacity to travel to the United States of America, and are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. Should an Eligible Participant who qualifies for prizes hereunder be a "minor" in their jurisdiction of residence, a parent or legal guardian shall travel on the same itinerary with the Eligible Participant, and shall be responsible for all of their own travel and accommodation costs including, without limitation, transportation and accommodation costs and any cost or expense associated with obtaining all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship so that they have the legal capacity to travel to the United States of America.
- B. The Live Finals require all teams to have all players on the roster present in order to participate.
- C. Teams will be randomly seeded into a Single Elimination bracket with a 2-0 team playing a 2-1 team in the first match of every bracket.
- D. Teams will play a best of five, Conquest with 1 ban format with four classes per team in Standard for the Round of 8.
- E. Teams will play a 3v3 9 Class Format for semi-finals and finals:
 - a. Each team will come prepared with 9 Standard format decks and play one best-of-11 series against the opposing team.
 - b. Each deck must be of a unique class and all 9 classes must be represented on every team.
 - c. Teams will designate 3 decks for each player, but all remaining members will work together to play each game.
 - d. Players will have 2 'lives'. When one of a player's assigned decks loses, that player loses a life.

- e. Once a player has lost both lives, that player and their decks will be eliminated, unable to help their team any further. The first team to eliminate all 6 'lives' of the opposing team will win the match.
- f. Before each game, a player will pick one of their 3 classes to play against their opponent. Players may not use any of their classes more than the rest. This means that if you play Mage in the first game, win or lose, you may not play Mage a second time until you have played the other 2 classes you have been assigned. You also may not use a class three times if you have not already played all 3 of your classes twice.
- g. Players will play games in a rotation predetermined by the team. After both teams have submitted their player order, teams will be given the class assignments and player order of the other team. The rotation will skip eliminated players.

5. Prizes

5.1. Prizing

Eligible teams in this tournament will earn the following prizes:

Collegiate Hearthstone Championships Spring 2018	
1st Place	USD \$10,000.00 (each Player)
2nd Place	USD \$6,000.00 (each Player)
3rd - 4th Places	USD \$4,000.00 (each Player)
5th-8th Places	USD \$2,000.00 (each Player)
9th-32th Places	Tablets (\$300.00 ARV) (each Player)
Varsity Division Teams & Teams that qualify and participate in Regional Playoffs	Hearthstone Collegiate Championships T-shirt (\$20.00 ARV) (each Player)
Varsity Division Teams & Teams that participate in their first four (4) matches in the Regular Season	In-game Tespa exclusive Dalaran Flame Cardback (each Player)

Non-Varsity Teams that appear on broadcast during the Regular Season	\$10.00 Battle.net Balance (each Player)
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6. Player Conduct

6.1 Behavior

- A. Players must at all times observe the highest standards of personal integrity and good sportsmanship. Players are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament organizers and members of the administration team, the media, sponsors and fans. This includes but is not limited to the following: conduct on social media, live streams, videos, in-person at events and on stage, or anything public-facing. What qualifies as “sportsmanlike manner” is up to Tespa’s discretion.
- B. Players may not use obscene gestures, profanity, or references to drugs, sex or violence in their Team Names, BattleTags, player handles, game chat, lobby chat live interviews or any public facing media. This rule applies to English and all other languages in use in the Tournament and includes abbreviations and/or obscure references.
- C. Players are expected to settle their differences in a respectful manner without resorting to violence, threats, or physical or non-physical intimidation. Violence is never permitted at any facility that is owned by or leased to Tespa or a tournament organizer, or against any competitor or administrator.

6.2 Cheating

Players must compete to the best of their ability at all times. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a Tournament game or Match so that the outcome is determined by anything other than its merits. Players may be required to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Examples of cheating would include but are not limited to:

- a. 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;
- b. Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
- c. Tampering with the entry process or the operation of the Tournament
- d. Any use of bots, hacks, firehacks, or any code and/or software not expressly authorized by Tespa that allows the automated control of Hearthstone, Tespa's online gaming service, or any component or feature thereof;
- e. 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. Tespa, at its discretion, will determine bugs and exploits; and
- f. Allowing an individual who is not the registered owner of a Blizzard Account, other than a minor playing on an Account registered by the Minor's parent or guardian, to play on that Blizzard Account in Hearthstone or any other Tespa game.
- g. Players may not advertise, promote, or advocate any service or action that breaks Hearthstone's Terms of Service agreement.

If someone asks you to bet on any Tournament game or "fix" the outcome of a game, you must immediately report this contact to Tespa using the following email address: compete@Tespa.org.

6.3 Illegal and Unethical Conduct

Players are required to observe all laws applicable to their participation in the Tournament, including all games, Matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tournament. A player may not, during any Tournament Event, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Tespa, Hearthstone or any of the other products, services or sponsors of Tespa.

6.4 Anti-Harassment

Tespa is committed to providing a competitive environment that is free of harassment and discrimination. In furtherance of this commitment, players engaged in the Tournament and Tournament Events are prohibited from engaging harassment or discrimination based on race,

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

6.5 Gambling

Gambling on the outcome of Tournament games or Matches can pose a serious threat to the integrity of Tespa esports and public confidence in the Tournament. Players are not allowed to place, or attempt to place, bets on any games or Matches involving competitive play of a Tespa title, including Hearthstone. This rule also prohibits players from participating in anyone else's betting activities, asking anyone to place bets on Tournament games or Matches on a player's behalf, or encouraging anyone else to bet on Tournament games or Matches.

6.6 Alcohol and Drugs

Tespa's goal is to provide a safe competitive environment by eliminating the hazards to health and safety created by alcohol and drug misuse and abuse. Tespa will not tolerate the presence of illegal drugs or the unapproved use of legal drugs at any Tournament Event. Accordingly:

- A. The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while a player is engaged in Tournament Events or on premises that are owned by or leased to Tespa or a tournament organizer.
- B. The unauthorized use or possession of prescription drugs by players is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a game or Match.

6.7 Non-Disparagement

- A. Players always have the right to express their opinions in a professional and sportsmanlike manner. Tournament disputes or player violation reports must be reviewed by the organizer and Tespa before any information is released publicly.
- B. Players may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, slanderous or disparaging remarks, comments or statements concerning Tespa, its parent and any of their respective affiliate companies and subsidiaries or Hearthstone or any other Tespa title. This Section does not, in any way, restrict or impede a player from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

6.8 Interviews and the Media

- (a) Players must be polite to spectators and media, but players have the right to refuse autograph signings, photo sessions and interviews that are not part of their official Tournament schedule.
- (b) Regarding interviews, all interviews that take place onsite at a Tournament event must be authorized by Tespa in advance of the interview. Otherwise, Players have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Tournament schedule.
- (c) Competing players will be expected to fulfill all media obligations set by Tespa.

6.9 Software and Hardware.

Players must consult with the organizer before bringing electronic storage devices to any Tournament event and are not allowed to use any mobile or external communication equipment during a Match, including cellular phones. All personal equipment must be in an enclosed bag or be given to an administrator or team manager while a game or Match is played.

6.10 Restricted Sponsorships.

- A. Tespa wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Tespa and the Tournament, Tespa needs to place some restrictions on sponsor categories.
- B. The following sponsor categories will not be allowed for any player participating in the Tournament and/or Tournament Events:
 - a. Pornography (or materials that Tespa, in its sole discretion, determines are the equivalent of pornography);
 - b. Alcohol;
 - c. Tobacco or cigarettes, including vaping products;
 - d. Narcotics, or similar controlled substances;

- e. Firearms;
- f. Gambling, including websites that offer gambling;
- C. Any person or entity that offers products or services that Tespa determines are detrimental to Hearthstone, the Tournament or Tespa's business or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
- D. In addition, Tespa needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the Tournament, Tournament Events and Hearthstone. Accordingly, Tespa may designate certain sponsors or product categories as "reserved." Players participating in the Tournament and/or Tournament Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.11 Disciplinary Action.

- A. In order to preserve the integrity of the Tournament and Tespa's reputation for open and fair competition, Tespa will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. You agree to cooperate with Tespa in any such investigation.
- B. If Tespa determines that a player has been cheating or has otherwise violated these Official Rules, the player may be immediately disqualified and removed from the Tournament. In addition, Tespa may, in its sole discretion:
 - a. Issue a warning to the player and publish that warning on Hearthstone sites;
 - b. Disqualify the player from participating in any future Hearthstone tournaments and events;
 - c. Revoke all or any part of the points and prizes previously awarded to the player;
 - d. Terminate all licenses granted to the player for Tespa titles, including Hearthstone; and/or
 - e. Terminate all Tespa accounts that are held by the player.
- C. Tespa's determination as to the appropriate disciplinary action will be final and binding. Tespa reserves the right to lock out players whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament.
- D. The failure by a player (or his or her parent or legal guardian if a minor) to cooperate with any internal or external investigation that Tespa conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Official Rules.

7. Infractions & Penalties

7.1. In case of Rule Discrepancies

Due to the nature of the team based Tournament and format, there are several rules in the Player Handbook that will not be able to apply to this tournament. Please disregard the Player Handbook Infractions & Penalties section and consult this section in case of a dispute.

7.2. Penalty List and Disciplinary Action

In order to preserve the integrity of the Tournament and Tespa's reputation for open and fair competition, Tespa will have the right to monitor compliance with the terms of this Handbook and impose sanctions for violations. This section covers different types of penalties that Tournament officials have at their disposal for Tournaments.

When Tespa observe infractions in Tournaments, they will address the infraction with the team, advise them on the penalty for the infraction and advise the team on the consequences of continuing with similar infractions.

- A. **Warning.** A warning is an official recorded notice to a team for a minor Tournament infraction.
- B. **Game Loss.** A game loss is a forced automatic loss for a single game of Hearthstone. In formats where teams are required to make decisions on subsequent deck selections a game loss penalty has additional rules and considerations. For Conquest Tournament formats the opposing team chooses what class is eliminated from the team's lineup unless the penalty was given during a game in which case the selected class will be eliminated. 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. Teams receiving the game loss penalty may continue their match, unless the game loss penalty resulted in the number of necessary wins for the opponent and ended the match.
- C. **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.
- D. **Disqualification.** A disqualification from the Tournament is a result of the most egregious infractions for teams in the Tournament. A team disqualified from the Tournament forfeits any prizes.

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.

Teams must bring Tournament infractions to the attention of Tournament officials and may not waive penalties on behalf of their opponents.

The above penalties do not carry over from one Tournament to the next Tournament.

In addition to the above penalties, Tespa may impose additional sanctions against teams participating in Tournaments during or after the Tournament, that may include the following:

- A. Disqualify the team from participating in any future Hearthstone Tournaments and events;
- B. Revoke all or any part of prizes awarded to the team;
- C. Terminate all licenses granted to the players for Blizzard titles, including Hearthstone; and/or terminate all Battle.net accounts that are held by the players.
- D. Add the team to a public list of players who are ineligible for play in future Hearthstone events.

Tespa's determination as to the appropriate disciplinary action will be final and binding. Tespa reserves the right to lock out teams whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament.

The failure by a team (or their parent or legal guardian) to cooperate with any internal or external investigation that Blizzard or Tespa conducts relating to a violation of the terms of this Handbook or applicable law is, itself, a violation of the Tournament Policy.

7.3. Failure to submit deck lists

This infraction occurs when a team fails to properly submit a deck list or multiple deck lists to the Tournament within 10 minutes of the scheduled match time. Submitting deck lists correctly and on time aids in Tournament operations and ensures that all competitors are playing with equal information during the Tournament.

The penalty for this infraction is a warning, which may be upgraded to a match loss after 10 minutes after the official match start time and if the infracting team is not in contact with their opponents and actively working to submit decklists.

7.4. Deck list mismatch

This infraction occurs when a team enters a game with a playable class that uses a decklist that does not match the decklist the team submitted. If a team has already won with the selected class in a conquest match, if the misqueued class was banned, or if the class was not in a team's lineup to begin with, please refer to section 7.5.

The penalty for this infraction is a game loss.

7.5. Wrong deck selection

If a team queues the wrong class into a match, whether it is a class that was banned, already won with, or a class not in the team's lineup, that team should restart that game with the correct class. A team will receive a warning for the first time they misqueue a deck. If a team is found continually doing this their punishment will be escalated to a game loss per instance.

7.6. Match tardiness

This infraction occurs when a team fails to arrive for their match on time. For online Tournaments, this infraction may also occur when at the start of the match, a team fails to be present in all Tournament official channels such as Discord.

The penalty for this infraction is a warning, which may be upgraded to a match loss after 10 minutes after the official match start time if the infracting team is not in contact with their opponents.

7.7. Match and Game disconnects

This infraction occurs when a team disconnects from a match or a game. A match is considered to have started when both teams enter the match lobby. A game is considered to have started when the starting hands are provided to teams by the Hearthstone game client.

After the game have started, if a team disconnects or otherwise closes the game client, they are considered to have disconnected from the game. Conceding the game using the normal game mechanics is an exception to this rule and is not an infraction.

Game disconnect infractions do not have penalties if it is a Tournament where Tespa controls the Tournament computers and the internet connection (for example Live Finals).

All other cases follow the following rules and penalties:

- A. If a team disconnects and is absent between 0 minutes, 1 second and 4 minutes, 59 seconds, they receive a warning penalty.
- B. If a team disconnects and is absent between 5 minutes, 0 seconds and 9 minutes, 59 seconds, they receive a game loss penalty.
- C. If a team disconnects and is absent for 10 minutes or longer, they receive a match loss penalty.

Upgrading a penalty for a game disconnect infraction is different from the standard upgrade path. The penalty is never upgraded beyond a game loss penalty for subsequent infractions during the Tournament.

7.8. Failure to ban or pick

This infraction occurs when a team exceeds his or her allotted time to communicate a ban or a pick to their opponent or Tournament Official. Teams may not overly delay the Tournament with their decisions.

The penalty for this infraction is a warning.

7.9. Spectating the opponent

This infraction occurs when a member of a team spectates the opposing team's active account during a match.

The penalty for this infraction is a game loss.

7.10. Failure to follow Tournament announcements

This infraction occurs when a team fails to follow general Tournament announcements, or fails to read Tournament materials available to them prior to the start of the Tournament.

The penalty for this infraction is a warning.

7.11. Failure to follow Tournament official's specific instructions

This infraction occurs when a team fails to follow instructions from a Tournament official aimed specifically at that team, typically as a result of a corrective or advisory action the Tournament official took against the team. Tournament officials have the expectation that teams follow their instructions the first time. Repeating Tournament instruction to individual teams unnecessarily delays the Tournament and distracts officials from running the Tournament.

The penalty for this infraction is a game loss.

7.12. Cheating

Teams must compete to the best of their ability at all times. Any form of cheating will not be tolerated. Cheating includes, but is not limited to:

- A. Stream sniping, or any general attempt by a team to spectate his or her own match or get information from another person spectating the match.
- B. 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. Teams 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 aren't considered cheating. They include:
 - a. VOIP solutions such as Discord or Skype;
 - b. Keyboard or other equipment drivers and software; and
 - c. Any third party software specifically installed by the Tespa to facilitate Tournament play.
- C. Impersonating another player in the 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.
- D. Attempts to damage or alter equipment to trigger a delay of the Tournament or gain any other advantage.
- E. Exploiting or intentionally using any in-game bug to seek an advantage.
- F. Influencing or manipulating a Tournament game or match so that the outcome is determined by anything other than its merits.

- G. 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 team in order to advance one or the other's rank.
- H. Attempts to interfere with another team's connection to the game service through Distributed Denial of Service (DDoS) or any other means.
- I. Lying to or omitting information from Tournament officials.

If a player is asked to bet on, or "fix," any Tournament game or match, the player must immediately report this contact to Tespa using the following email address: compete@tespa.org.

The penalty for this infraction is a disqualification from the Tournament without prizes. Blizzard & Tespa at its sole discretion may conduct its own investigation and may issue additional sanctions against the team or teams involved, including Blizzard account suspensions or suspensions from future Tournaments.

7.13. Unsporting conduct

- A. This infraction occurs when a team exhibits behavior that Tespa consider unacceptable during the normal operation of the Tournament. Unsporting conduct is disruptive to the Tournament and may negatively affect the safety, competitiveness, enjoyment, or integrity of a Tournament. Unsporting conduct has two sub categories outlined below:

- b. Minor

Teams have the right to a safe and enjoyable Tournament experience. This infraction occurs when a team does something disruptive to the Tournament or its participants. Examples include, but not limited to:

- 1. Excessive swearing or profanity;
 - 2. Demanding that an opponent receives a penalty after a Tournament official made it clear that he or she has issued his or her ruling;
 - 3. Throwing trash on the floor or otherwise littering at a venue.
 - 4. The penalty for this infraction is a warning.

- c. Major

This infraction covers a large category of behaviors that do not fall under the definition of minor unsporting conduct. They include:

- 1. Intentionally breaking Tournament equipment issued by the Tespa;
 - 2. Defacing the Tournament venue;
 - 3. Threatening a Tournament official or another team;
 - 4. Violence toward any Tournament participant, official or spectator;
 - 5. Theft.

The penalty for this infraction is a disqualification from the Tournament without prizes. In addition, Tespa 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.

8. Limitations of Liability and Disclaimers

8.1 Cap on Liability; No Punitive Damages.

- A. You understand and agree that Tespa and the other members of the Tespa Group are not insurers of your property or your personal safety. If you feel that you need insurance, you should obtain it from an insurance company or other third party.
- B. YOU AGREE THAT THE LIABILITY OF TESPA AND THE OTHER MEMBERS OF THE TESPA GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED FIVE HUNDRED US DOLLARS (US \$500.00), AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT TESPA OR ANOTHER MEMBER OF THE TESPA GROUP WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.
- C. YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF IT IS DETERMINED THAT TESPA OR ANOTHER MEMBER OF THE TESPA GROUP CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU. THE FOREGOING LIMITATIONS APPLY EVEN IF YOUR REMEDIES UNDER THESE OFFICIAL RULES FAIL OF THEIR ESSENTIAL PURPOSE.
- D. IN NO EVENT SHALL TESPA OR ANY OTHER MEMBER OF THE TESPA GROUP BE LIABLE UNDER TO YOU, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOU, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TESPA OR ANY OTHER TESPA GROUP MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Disclaimers.

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

8.3 Changes to Your Blizzard Account.

- A. In accordance with the Tespa End User License Agreement and without limiting Tespa's rights therein, Tespa 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 Blizzard Account at any time and for any reason at its sole discretion.
- B. In the event of a conflict between the provisions of the Tespa End User License Agreement and the provisions of these Official Rules, the provision that is most protective of Tespa will govern and control.

9. Use of Your Brand Material and Personal Data

9.1 License to Use Your Brand Materials.

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

9.2 Advertising Materials.

- A. The grant of rights and licenses in Section 8.1 includes the right and license of Tespa and the other Tespa Group members (and their respective sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
 - a. Websites of Tespa and its streaming and broadcast partners;
 - b. Social media postings;
 - c. Print and online advertising and content;
 - d. Network, cable and local television and radio;
 - e. Newspaper and magazine advertising and content;
 - f. Online advertising and content, including banners, leaderboards and skyscrapers;
 - g. Outdoor and indoor billboards, posters, signs and displays;

- h. Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
 - i. Press releases, newsletters and e-alerts; and
 - j. Hats, shirts and other apparel and gaming gear and peripherals.
- B. You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Tespa or a member of the Tespa Group to make use of any of the rights or licenses granted herein.
- C. You agree to take, at Tespa's expense, any further action (including execution of affidavits and other documents) that Tespa reasonably requests to effect, perfect or confirm Tespa's rights as set forth in these Official Rules.

9.3 Ownership of Advertising Materials, Feedback, Stats and Suggestions.

- A. As between you and Tespa, you are the sole owner of Your Brand Materials.
- B. As between you and Tespa, Tespa shall be the sole owner of all of the following:
 - a. Advertising Materials (but not Your Brand Materials that are incorporated into or used in the Advertising Materials);
 - b. Works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for a member of the Tespa Group and that incorporate or make use of all or any part of Your Brand Materials (but not Your Brand Materials that are incorporated or used therein);
 - c. Suggestions, comments and other feedback that you may provide to Tespa relating in any way to Hearthstone, the Tournament, the Tournament Events or the business of Tespa and all improvements or enhancements to Hearthstone, the Tournament, the Tournament Events and the business of Tespa resulting therefrom;
 - d. Data and statistics relating to your play of Hearthstone during the Tournament, and all feeds and data streams of such data and statistics; and
 - e. Intellectual property rights in each of the foregoing.
- C. You agree not to engage, directly or indirectly, in any acts that might jeopardize, or contest or attempt to acquire, any rights of the Tespa Group in the Advertising Materials or any of the foregoing items.

9.4 Collection of Personal Data.

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

- B. Tespa will collect, store, and use information collected in connection with the Tournament and Tournament Events (including information collected at live events) in accordance with Tespa's Online Privacy Policy, available at <http://www.blizzard.com/us/privacy.html>.
- C. By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Tespa's Online Privacy Policy.

10. Resolution of Disputes

10.1 Applicability.

This Section 10 applies to and governs any Dispute that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

10.2 Negotiations.

- A. In an effort to accelerate resolution and reduce the cost of any Dispute, you and Tespa agree to first attempt to negotiate a resolution of any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding, unless one or more of the exceptions to negotiations and arbitration in Section 9.6 below apply.
- B. Negotiations will begin upon receipt of written notice by the party raising the Dispute. Tespa will send its notice to your billing address and email you a copy to the email address you have provided to Tespa in your Blizzard Account.
- C. You will send your notice to Tespa at Tespa, Inc., 1 Blizzard Way, Irvine, CA 92618, Attn.: General Counsel.

10.3 Binding Arbitration.

- A. If a Dispute cannot be resolved through negotiations, either you or Tespa may elect to have the Dispute finally and exclusively resolved by binding arbitration, unless one or more of the exceptions to negotiations and arbitration in Section 8.6 below apply. Any election to arbitrate by one party shall be final and binding on the other.
- B. YOU SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS YOUR AND TESPA'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND TESPA EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.
- C. The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>). If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator has authority to decide all issues of

arbitrability, including where a party raises as a defense to arbitration that the claims in question are subject to one or more exceptions to negotiations and arbitration in Section 8.6 below.

- D. Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or Tespa can request the stay be lifted upon a showing of prejudice. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

10.4 Arbitration Procedures.

- A. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The decision of the arbitrator shall be final and binding on you and Tespa, and any award of the arbitrator may be entered in any court of competent jurisdiction.
- B. THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation. The parties understand that the right to discovery may be more limited in arbitration than in court.

10.5 Class and Collective Action Waiver.

- A. You and Tespa agree that any arbitration or court proceeding shall be limited to the Dispute between Tespa and you individually. You acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between you and Tespa; (ii) there is no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) you will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or any dispute brought in court. Any Dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section 12.5.
- B. If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then void, and any ongoing or future Dispute will be submitted to a court of competent jurisdiction within the County of Orange, State of California, United States of America, to the exclusion of arbitration. Any Dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.
- C. Under no circumstances do you or Tespa agree to class or collective procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings.

10.6 Location of Arbitration.

- A. If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.
- B. For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America.
- C. Any Dispute not subject to arbitration shall be decided by solely a court of competent jurisdiction within the County of Orange, State of California, United States of America, and you and Tespa agree to submit to the personal jurisdiction of that court.
- D. You and Tespa agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Dispute seeking to enforce or protect, or concerning the validity of, any of Tespa's intellectual property rights; (ii) any Dispute related to, or arising from, claims that the other party has committed piracy or tortious interference; and (iii) any claim within the jurisdictional limits of the small claims courts.

10.7 Governing Law.

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

11. General (But Important) Terms and Conditions

11.1 Tespa Copyrights and Trademarks.

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

11.2 Changes to Hearthstone.

- A. Tespa 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 the Tespa, in its sole discretion, without suspending or canceling the Tournament.

- B. You agree that Tespa will not be liable to you for any changes to Hearthstone or these Official Rules.

11.3 Changes to these Official Rules.

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

11.4 No Employment Relationship.

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