



Hearthstone® Collegiate Championship Fall 2018 Official Rules
Version 1.8

Hearthstone Collegiate Championship Fall 2018 Official Rules

Introduction

These Hearthstone Collegiate Championship Fall 2018 Rules, including any updates, amendments or supplements thereto (“Official Rules”) govern qualification for any competitive play in the Hearthstone Collegiate Championship Fall 2018, referred to herein as “the Tournament.” These Official Rules apply to all Teams, Team Managers, Team Staff and Players (as defined herein and collectively referred to as “Participants”) who participate in the Tournament or any event related to the Tournament. These Official Rules have been designed to ensure the integrity of all competition, protect the image and reputation of Tespa, and create a consistent and high-quality experience for members of the public that view Tespa events. These Official Rules form a contract between Participants, on the one hand, and Tespa, Inc. (“Tespa”) and its affiliates who are engaged in operating the Tournament, on the other hand. These Official Rules establish the general rules of tournament play, including rules governing player eligibility, tournament structure, points structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms. Each Participant is required to read, understand, and agree to these Official Rules before participating in the Tournament.

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

Tespa will designate certain employees, agents, or other representatives to serve as “Tournament Administration” to operate the Tournament, implement these Official Rules, and serve as the point of contact for Teams and Team Owners.

If a provision of these Official Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Official Rules or the validity or enforceability in other jurisdictions of any other provision of these Official Rules.

1. Acceptance of Official Rules

1.1. Acceptance

Each Participant must agree to these Official Rules and the 2018/2019 Hearthstone

Tournament Player Handbook (the “Handbook”) located at <https://bnetcmsus->

a.akamaihd.net/cms/gallery/u3/U3JP7PF6YSVD1515800692329.pdf to participate in the Tournament. You may accept these Official Rules and the Handbook by any one of the following methods:

- Registering to participate in the Tournament.

- Participating in any match that is part of the Tournament.

1.2. Changes to and Enforcement of these Rules

The field of esports competition is still relatively new and rapidly changing and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, subject to the approval of the Régie des alcools, des courses et des jeux, Tespa in its sole discretion (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, emails and/or other electronic communications that provide instructions and guidance to Participants. Tespa's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Tespa's sole discretion. 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. Any material changes to these Official Rules will be provided to the Participants prior to the next Tournament event in which the changed rules will apply. Participation in the Tournament will constitute acceptance of the changed rules. Changes to Section 14 will be governed by the provisions in that section.

2. Players

2.1. Eligibility

To be able to compete as a "Player" in the Tournament, you must:

- 2.1.1. be in good standing with respect to any Blizzard Battle.Net accounts registered in your name, with non-disclosed violations of the Blizzard End User License Agreement;
 - 2.1.1.1. "Good standing" can be defined as being free of any suspensions, bans, or other incidents of account discipline lodged against any Blizzard Battle.Net account registered in your name by Blizzard during the Tournament, or during the six (6) months period preceding the commencement of the Tournament;
- 2.1.2. be over the age of majority in your jurisdiction of residence;
 - 2.1.2.1. If you are under the legal age of majority in your country of residence, but over the age of 13 (a "Minor"), you may still enter and be a Participant if you otherwise meet all of the eligibility criteria set forth above and one of your parents or legal guardians read and agree to these Official Rules on your behalf;
- 2.1.3. be a legal resident of the United States or Canada;
- 2.1.4. be currently enrolled, or planning to be enrolled, during the tournament period as a fulltime or part-time student in an Eligible Institution.

2.1.4.1. An Eligible Institution is an institution of higher education that: a) grants associate, baccalaureate, master's or doctorate degrees; and (b) either is located in the United States and is accredited by an accreditor that is recognized by the Secretary of the U.S Department of Education or is located in Canada; and (c) has a physical campus location where more than 50% of the student body attends classes offline.

2.1.4.2. Be enrolled at that eligible institution the semester after high school graduation, and not have been enrolled at other eligible institutions. If you are a transfer student or gap-year student, you must be enrolled for at least three months in a program of study leading to an associate, baccalaureate, master's or doctorate degree at the Eligible Institution at which you are currently enrolled.

2.1.5. not be on academic probation at your currently enrolled University during any point of the competition.

2.1.6. not be a director, officer, or employee of Blizzard, or any entity which controls, is controlled by, or is under common control with Blizzard;

2.1.7. have registered an account with Tespa Compete at <https://compete.tespa.org/register> (at no cost to the registrant); and

2.1.8. agree to be bound by these Official Rules.

2.2. Verification of Eligibility

Participants must first log into <https://compete.tespa.org/login>, then complete their entry form located at <https://compete.tespa.org>. Participants must fill out all required portions of the entry form to be eligible for consideration. Participants will be required to verify that they meet the eligibility requirements for the Tournament. Every member of a Team who plays in the Tournament may be required to provide proof of enrollment; otherwise the Team is ineligible to win a prize in this Tournament. In the event of a dispute as to the identity of the Participant, entries will be declared made by the authorized account holder of the Battle.net Account submitted at time of entry. Sponsor reserves the right to verify a

Participant's information, or any other facet of a Participant's entry if further investigation is deemed necessary. By entering, you agree to accept and be bound by these Rules and the decisions of Tespa, which shall be final and binding in all matters relating to the Tournament. Limit one (1) entry per authorized Account holder.

2.3. Disclaimer

Tespa will not be 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 the Tespa will take reasonable precautions to ensure reasonable safety); or (d) any printing or typographical errors in any materials associated with the Tournament.

Additionally, in accordance with the Battle.net 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, accumulated, stored or uploaded to an Account at any time and for any reason at its sole discretion.

Tespa is not responsible for any incorrect or inaccurate information, whether caused by participants in the Tournament or users of the Game, or by any of the equipment or programming associated with the Tournament, or by any technical or human error, which may occur in the processing of registrations or entries into the Tournament, or otherwise in connection with the Tournament including, without limitation, any technical limitation or other event that results in the disqualification or loss of ranking status of any participant in the Tournament.

2.4. Player and Team names

- 2.4.1. Players and Teams must use an acceptable name in Tespa competition. Players may use Battle Tags or handles during the Tournament. Tournament Administration reserves the right to revoke the eligibility of any Player and Team whose Battle Tag or Team name is offensive, toxic, or incorporates any Blizzard or third-party intellectual property.
- 2.4.2. Player and Team names may not include a sponsor name.
- 2.4.3. Player and Team names may not include a product name or description.
- 2.4.4. Player and Team names may not include any words that are purely commercial.
- 2.4.5. Player and Team names must comply with these Rules.
- 2.4.6. Tespa has the right to request a Player and Team name change for any reason.

3. Teams

- 3.1. **Teams** A "Team" will consist of three (3) Players and an optional Team Manager from the same school (who may not be one of the Players on a Team).

3.3.1. Eligibility

All Players, Substitutes, and Team Managers on a team must attend the same Eligible Institution.

3.2. Team Manager

Each Team may have a single individual designated as Team Manager. The Team Manager may not be one of the Team's Players. The Team Manager will be responsible for communicating with Tournament Administration on behalf of the Team. Team Managers may choose to work with multiple teams.

- 3.3. Team Management** The Team Manager will act as a Team's primary contact for all roster changes, rule disputes, and other communication between each Team and Tournament Administration.

3.3.1. Team Captain

In the case that a team does not have a team manager, the team Captain will act as a Team's primary contact for all roster changes, rule disputes, and other communication between each Team and Tournament Administration.

3.4. Designation

Team Managers must apply and be accepted before final Roster Locks. In the event of a Team Manager change, Tournament Administration must be informed by the Team.

3.5. Roster Requirements

3.5.1. Players

Each Team must designate 3 starting Players. Players may not be on more than one team or roster.

3.5.2. Substitutes

Teams are not allowed to have any substitute Players for the tournament. Valid teams may play without all players present for a match. However, teams may not use the account of a player who is not present.

3.5.3. Roster Locking

Throughout the tournament, rosters may have roster locking periods, where rosters will be unable to be altered prior to upcoming matches. Rosters will be locked beginning from October 17th, 2018 11:59 PM Pacific Time to the end of the tournament. Roster changes must be submitted and accepted before this deadline. After a roster lock begins, rosters will not be available for alteration. Tournament Administration may overrule this due to unforeseen circumstances.

3.6. Required Information

The following is a list of required information for Players. This will need to be provided for every roster submission and change:

Full Name

Player Battle Tag

Example: Krusher99#9999 (This is case sensitive). Players are responsible for updating their Battletags. Battletags should be accurate upon submission of roster changes.

Player School

Player Email

Other

For reasons including, but not limited to: press, broadcast, and live events, Tespa may request information other than what is outlined above, including but not limited to: Player Photos, Main Heroes/Classes Played, Player Rank, Player Major, and more.

4. Matches and Standings

4.1. Match Structure All matches will be conducted using Blizzard Entertainment's *Hearthstone* game (the "Game"). All matches will take place in Best of 5, Conquest with 1 ban format in Standard mode. A player wins a best of 5 match when they accumulate 3 game wins in that match. Conquest format follows these rules:

4.1.1. Each team must submit deck lists from 4 unique classes prior to each match.

4.1.2. A team must win one game with each of the unbanned decks to win the match.

4.1.3. When a team wins a game, the deck used by the winning team cannot be used for the remainder of the match.

4.1.4. The losing team can continue to use the same deck or switch to a different deck of their choice.

4.1.5. Teams will know what classes their opponent has available, but they won't know which class is picked until both players have picked.

4.2. Standings

Standings will be updated by tournament admins on a weekly basis.

4.3. Tournament Schedule

Tournament Administration reserves the right to reorder schedule of matches within a given day and/or change the date of the match to a different date, or otherwise modify the schedule of matches. If the schedule is modified, Tournament Administration will inform all Teams at the earliest convenience. For a full schedule of matches, please go to compete.tespa.org

4.3.1. It is the full responsibility of the Team Manager and captain to notify team members of changes or delays in tournaments.

4.3.2. Registration for the Tournament shall commence on or about August 16th, at approximately 11:00 a.m. Pacific Time and is expected to conclude on September 29th, 2018 at approximately 11:59 p.m. Pacific Time.

4.3.3. Regular Season

4.3.3.1. 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.

4.3.3.2. 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.

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

4.3.4. Regional Playoffs

4.3.4.1. Teams qualify for the Regional Playoffs in the following ways:

4.3.4.2. 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 three sequential tie breakers titled “A,” “B,” and “C”:

4.3.4.2.1. Tiebreaker A. Tiebreaker “A” is the highest priority and will be decided by which team has beaten the strongest opponents.

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 winloss 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.

4.3.4.2.2. Tiebreaker B. In the event that any scores from Tiebreaker A are also tied, 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”).

4.3.4.2.3. Tiebreaker C. If both “A” and “B” methods result in a tie, the team that received their first loss later in the tournament will be seeded higher.

4.3.5. Seeding

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.

4.4. Championship Bracket

4.4.1. 16 Teams qualify for the Championship Bracket in the following ways:

4.4.1.1. 16 Teams advance from the last dual elimination groups of Regional Playoffs

4.4.1.2. Teams will be randomly drawn into dual elimination groups. Each group will have one (1) team from each region with the following breakdown of

scores: two 2-0 teams from two different groups and two 2-1 teams from two different groups.

- 4.4.1.3. The top 2 teams from each group will advance to the Finals. The bottom 2 teams from each group are eliminated

4.5. Finals

- 4.5.1. Teams will be seeded into in a single elimination bracket.

4.6. Hearthstone Collegiate Championship Fall 2018 Schedule

Tournament Administration reserves the right to reorder schedule of matches within a given day and/or change the date of the match to a different date, or otherwise modify the schedule of matches. If the schedule is modified, Tournament Administration will inform all Teams at the earliest convenience. For a full schedule of matches, please go to compete.tespa.org.

- 4.6.1. It is the full responsibility of the Team Manager and captain to notify team members of changes or delays in tournaments.

4.7. Rescheduling

Matches may be rescheduled to be played before the default assigned time. In order to reschedule a match, Teams must reach written confirmation agreeing to a rescheduled time that is clear about the timezone. After a reschedule is agreed upon, Teams must reach another agreement in order to change back to the default time or to change the match time again. After the match, Teams are responsible for reporting their match records on Compete.

5. Match Details

5.1. Game Set

The tournament will be played on the Standard format.

5.1.1. Game Ties

When the game ends with both heroes exploding, the game is considered both a win and a loss for both players. This can happen as normal game play process, when for example a player plays a spell that creates lethal damage for both players, or when the internal game-turns timer hits the limit for the number of turns in a game. Both players game record increases by 1 game win and may result in a match win for one of the players. In a case where the game score is tied and applying a win to both players produces no accurate match winner (for example if during a best of 5 match, game 5 ends in this way), then there are two possible outcomes:

- 5.1.2. If during the just finished game, both players were at a positive health, then the player with the higher combined total of health and armor is the winner of the game.

5.1.3. Otherwise, if during the just finished game, both players are at a negative health, then the game must be replayed.

5.2. Pause/Disconnect Times

If a team disconnects and is absent between:

5.2.1. 0 minutes, 1 second and 4 minutes, 59 seconds, they receive a warning penalty.

5.2.2. 5 minutes, 0 second and 9 minutes, 59 seconds, they receive a game loss.

5.2.3. 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.

6. Match Rules

6.1. Game Restarts

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

6.2. Results

Team Captains and Managers will be responsible for confirming and recording all map and match results on the Compete website. Teams are responsible for screenshotting match results.

6.3. Technical Issues

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

6.4. Streaming

Players will be allowed to stream their matches during the Tournament in the first-person. Players must stream with at least a 3-minute delay. Tournament Admins may revoke the right to stream at any time.

6.5. Reservation of Rights

Tournament Administration reserves the right to cancel, suspend and/or modify Tournament competition, or any part of it, if any fraud, technical failures, human error or any other factor within or outside of Tournament Administration's control impairs the integrity or proper functioning of the Tournament competition, as determined by Tournament Administration. If Tournament competition is so terminated, Tournament Administration reserves the right to determine the winners of said competition from among all non-suspect, Participants.

7. Communication

7.1. Match Creation

Participating Teams are responsible for challenging the opposing team and matches prior to their match start time.

7.2. Announcements

Large announcements, general information, ruleset, and bracket can be found at Compete.tespa.org and the official Tespa Compete Discord server. These websites will serve as an information hub for teams.

7.3. Email

Players may email compete@Tespa.org for any issues that they experience, or to provide feedback as necessary. This method will often receive slower responses than reaching out to administrators via the Compete Discord channel.

8. Conduct

8.1. Sportsmanship and Professionalism

All Participants are required to act in a respectful sportsmanlike manner at all times and abide by the player Code of Conduct, as posted on the Compete website. Tournament Administration maintains the sole right in judgement for violations of these rules and standards of integrity for good sportsmanship.

- 8.1.1.** Participants may not use language or engage in conduct that is deemed by Tournament Administration to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, Players may not promote or incite hatred or discriminatory conduct. Participants may not use this type of language in connection with Tespa's competitions, on social media, or in any public events such as streaming.
- 8.1.2.** Participants shall treat all individuals watching or participating in a Tespa event with respect. Participants may not take any action or perform any gesture directed at another Participant, Tespa Admin, or any other party or incite others to do the same which is abusive, insulting, mocking, or disruptive. Players may not use obscene gestures or profanity in their Battle Tags, player handles, game chat, lobby chat or live interviews. This includes abbreviations and/or obscure references.
- 8.1.3.** Participants may not offend the dignity or integrity of a country, private person or group of people through contemptuous or discriminatory words or actions on

account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion, financial status, birth or any other status, sexual orientation, or any other reason.

- 8.1.4.** 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.
- 8.1.5.** Participants are expected to behave in a professional manner as determined by Tournament Administration. This includes being on time for all scheduled matches and ready to play. Participants must respond to requests from Tournament Administration in a timely manner.

8.1.6. Unsporting conduct

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:

8.1.6.1. 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:

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

8.1.6.2. Major

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

- 8.1.6.2.1.** Intentionally breaking Tournament equipment issued by the Tespa;
- 8.1.6.2.2.** Defacing the Tournament venue;
- 8.1.6.2.3.** Threatening a Tournament official or another team;
- 8.1.6.2.4.** Violence toward any Tournament participant, official or spectator;
- 8.1.6.2.5.** 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.

8.1.7. Non-Disparagement

- 8.1.8.** Please refer to the Hearthstone Tournament Player Handbook for all policies regarding disparagement and other misconduct. The Player Handbook for 2018 and 2019 can be found here:

<https://bnetcmsus-a.akamaihd.net/cms/gallery/u3/U3JP7PF6YSVD1515800692329.pdf>

8.2. Competitive Integrity

Teams are expected to play at their best at all points during any match and will maintain behaviors consistent with the principles of good sportsmanship, honesty, and fair play. Tournament Administration maintains the sole right in judgement for violations of these rules and standards of integrity for competitive play. Unfair conduct includes but is not limited to the following conduct:

8.2.1. Best Ability

Participants must compete to the best of their ability at all times.

8.2.2. Betting and Gambling

Participants may not, directly or indirectly, conduct, promote or benefit from any act of betting or gambling on or in connection with any matches.

8.2.3. 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, the Game or any of the other products, services or sponsors of Tespa.

- 8.2.4. 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:

- 8.2.4.1.** 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.

- 8.2.5.** 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.

8.2.6. Collusion

Participants shall not conduct or promote any act of collusion. Collusion is any agreement among two or more Participants to disadvantage opposing Participants.

8.2.7. Match Fixing

Participants shall not offer, conspire or attempt to influence the outcome of a match by any means other than competitive play.

8.2.8. Hacking

Participants shall not conduct or promote any act of hacking or modifying the Game.

- 8.2.9. Cheating** Cheating will not be tolerated. It is each Participant's responsibility to know and understand the rules as they exist during the Tournament period. Any form of cheating will not be tolerated. If Tespa determines that a Player, Team Manager or any of their agents or other representatives is cheating or otherwise interfering with the Tournament, that individual will face penalties determined by tournament Administration. Examples of cheating would include, without limitation:

- 8.2.9.1.** Actions to maliciously intentionally alter, or attempt to alter, the results of any match, including losing a match to advance one Team or another Team's position in the Tournament;
- 8.2.9.2.** Playing or allowing another person to play on a Battle.net account registered in someone else's name.
- 8.2.9.3.** 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.
- 8.2.9.4.** Any attempt to modify the Game client, play on an unofficial Game 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:
 - 8.2.9.4.1.** VOIP solutions such as Discord or Skype;
 - 8.2.9.4.2.** Keyboard or other equipment drivers and software; and

8.2.9.4.3. Any third-party software specifically installed by the Tespa to facilitate Tournament play.

8.2.9.4.4. Third-party software designed to track the cards in a Team's deck, as well as record cards that have been played by their opponents

are only allowed for use in tournament games which take place online. Deck trackers are forbidden from use in any Live event games.

8.2.9.5. 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.

8.2.9.6. Attempts to damage or alter equipment to trigger a delay of the Tournament or gain any other advantage.

8.2.9.7. Exploiting or intentionally using any in-game bug to seek an advantage.

8.2.9.8. Influencing or manipulating a Tournament game or match so that the outcome is determined by anything other than its merits.

8.2.9.9. 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.

8.2.9.10. Attempts to interfere with another team's connection to the game service through Distributed Denial of Service (DDoS) or any other means.

8.2.9.11. Lying to or omitting information from Tournament officials.

8.2.10. Disciplinary Action

8.2.10.1. 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.

8.2.10.2. 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:

8.2.10.2.1. Issue a warning to the player and publish that warning on Hearthstone sites;

8.2.10.2.2. Disqualify the player from participating in any future Hearthstone tournaments and events;

8.2.10.2.3. Revoke all or any part of the points and prizes previously awarded to the player;

8.2.10.2.4. Terminate all licenses granted to the player for Blizzard titles, including Hearthstone; and/or

8.2.10.2.5. Terminate all Tespa accounts that are held by the player.

8.2.10.3. 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.

8.2.10.4. 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.

9. Infractions and Discrepancies

9.1. In case of Rule Discrepancies

Due to the nature of the team based Tournament and format, there are several rules in the Official Rules that will not be able to apply to this tournament. Please disregard the 2018/2019 Hearthstone Tournament Player Handbook Infractions & Penalties section and consult this section in case of a dispute.

9.2. 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 these Official Rules 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.

9.2.1. Warning

A warning is an official recorded notice to a team for a minor Tournament infraction.

9.2.2. 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.

9.2.3. 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.

9.2.4. 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:

- 9.2.5. Disqualify the team from participating in any future Hearthstone Tournaments and events;
- 9.2.6. Revoke all or any part of prizes awarded to the team;
- 9.2.7. 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.
- 9.2.8. 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 the Official Rules or applicable law is, itself, a violation of the Tournament Policy.

9.3. Failure to Submit Decklists

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.

9.4. Wrong deck selection

This infraction occurs when a team queues the wrong class or wrong deck into a match, whether it is a class that was banned, already won with, or a class not in the team's lineup.

The penalty for this infraction is an automatic game loss.

9.5. 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.

9.6. 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:

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

9.7. 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.

9.8. 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.

9.9. 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.

9.10. 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.

10. Tournament Prizing

Eligible teams in this tournament will earn the following prizes:

Hearthstone Collegiate Championship Fall 2018

1st Place	USD \$3,500.00 in Scholarships (each Player)
2nd Place	USD \$2,000.00 in Scholarships (each Player)
3rd - 4th Places	USD \$1,250.00 in Scholarships (each Player)
5th-8th Places	USD \$1,000.00 in Scholarships (each Player)
9th-16th Places	USD \$500.00 in Scholarships (each Player)
17th - 32nd Places	USD \$40.00 Battle.net Balance (each Player)
Teams streamed during the Regular Season	USD \$10.00 Battle.net Balance (each Player)

10.1. Scholarship Prizing

The Three (3) Participants registered as players for the Team of the Tournament that finishes First through Sixteenth place shall each receive a “Scholarship Prize” that will pay the Winner’s future college “Tuition,” up to the amount defined below, subject to the Scholarship Limitations listed in Section 9.2 below, and Winner meeting the Scholarship Prize Requirements detailed in Section 9.3 below:

“Tuition,” as used hereunder, shall be defined as the player’s actual future tuition for enrollment in the accredited college, university or graduate school that the Winner attends on a full time basis, and shall include future summer school tuition, and payments towards outstanding student loans.

No payment will be granted until Tespa or Tespa’s Scholarship administrator is able to verify with Winner’s financial aid department that Winner is enrolled at the institution. Winner must cooperate with Tespa, Tespa’s Scholarship administrator and Winner’s academic institution in filing or providing any necessary paperwork, attestations or other materials or signatures deemed necessary by Tespa, Tespa’s Scholarship administrator or Winner’s academic institution in their discretion to process the Scholarship. Tespa may, in its sole discretion, decline to award payment of the Scholarship in the case of Winner’s failure to provide information in a timely fashion requested by Tespa, Tespa’s Scholarship

administrator or the Winner's academic institution, or if Winner's student enrollment lapses for any reason.

Scholarship monies shall be paid each academic period after Winner has provided adequate proof of enrollment and ongoing eligibility.

10.2. Scholarship Limitations

Scholarships may be used only toward Tuition that is the responsibility of the Winner. Scholarship monies unused at the point of graduation, or as the result of Winner's ineligibility for continued university enrollment for any reason, will not result in a monetary refund to Winner.

10.3. Scholarship Prize Requirements

In order to receive a scholarship prize:

- 10.3.1.** Winners are required to provide Tespa or Tespa's designee, with their Blizzard Username, residential address and phone number, student identification number, official transcript from current school, and contact and mailing information for Winner's academic institution financial aid office. No prizing will be disbursed until all required information is provided and the Winner is determined eligible. Once Winner has provided adequate proof of eligibility, Scholarship monies shall be paid each academic period upon receipt of the school's tuition invoice, until fully disbursed.
- 10.3.2.** Winners must notify Tespa of any change in academic status, such as taking less than the required minimum of eight units (or its full time hourly or credit equivalent), taking a leave of absence, or withdrawing from their academic institution.
- 10.3.3.** Winners must complete at least one semester of attendance and Scholarship disbursement before being eligible to suspend their semesters of Scholarship eligibility while on official leave of absence. Winners on official leave may suspend their semesters of Scholarship eligibility for a maximum of two semesters. Winners who do not notify Tespa of a leave of absence, or who fail to provide Tespa with evidence of university approval for the same, will lose semesters of Scholarship tenure equivalent to the time not enrolled. Without an approved leave of absence, Winners not enrolled for more than two consecutive semesters will have their Scholarship discontinued.
- 10.3.4.** Winners must be enrolled part time or full time each semester according to the requirements of their chosen college, university or graduate school and must make satisfactory academic progress toward a baccalaureate or graduate degree by maintaining a minimum 2.500 cumulative GPA as evidenced by an official school transcript.

10.4. Blizzard Battle.Net Prizing

The three (3) Participants who are designated "players" on the 17th-32nd placing teams will be eligible for Blizzard Battle.net prizing of the amounts outlined in Section 9.

- 10.5.** No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Tespa reserves the right to substitute a prize of equal or greater value for any prize. Any prize won by an eligible Minor will be awarded in the name of a parent or legal guardian. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). STATE, LOCAL TAXES, INCLUDING TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES, ARE THE SOLE RESPONSIBILITY OF THE WINNER. All cash prizes will be paid in U.S. currency. Winners will be required to complete and submit to Tespa an IRS form W-8 or W9 (IRS W-8 BEN form in the case of Canadians) to receive a cash prize.

11. Disciplinary Action

11.1. Investigation of and Right to Monitor Compliance

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

11.2. Assessment of Penalties

- 11.2.1.** Any violation of the Official Rules by one or more members of a Team will be subject to penalty. The nature and extent of penalties imposed will be determined by Tournament Administration. All decisions of Tournament Administration regarding rules violations or other issues regarding the Tournament, are final.
- 11.2.2.** Penalties for rule violations will be assessed by Tournament Administration. These penalties will vary in range between loss of side or map selection, to disqualification, in direct relation to the severity of the offense and the number of offenses committed previously by the same team.

12. Limitations of Liability and General Release

12.1. As a condition to being allowed to participate in the Tournament and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Tespa and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their

participation in the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

- 12.2.** IN NO EVENT WILL TESPA OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE OFFICIAL 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 TESPA OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3.** To the fullest extent permitted by applicable law, each Participant acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.
- 12.4.** Participants acknowledge and agree that Tespa is not an insurer of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

13 _ 18. Grant of Rights and other Important Legal Terms.

13. Grant of Rights

- 13.1.** By agreeing to these Official Rules and participating in the Tournament, each Participant hereby grants to Tespa and its parents, subsidiaries and affiliates a perpetual, royalty-free, fully paid-up, worldwide right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store, transmit, and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, nickname, Battle Tag (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the Game ("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 Tournament 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 the

Tournament and the Game in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Tespa or its affiliated companies; and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Tespa or its affiliated companies. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the “Licensed Materials.”

13.2. Advertising and Commercial Materials

- 13.3.** The grant of rights and licenses in Section 13.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Tespa (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Tespa’s (or its sublicensees’): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; © 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

Tespa (or its sublicensees) for the Tournament or the Game from time to time (the foregoing, the “Advertising and Commercial Materials”).

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

As between each Participant and Tespa, each Participant is the sole owner of his or her Materials, except that the publisher of the Game is the sole owner of all Battle Tags (or replacement tags), avatars, game play data, and statistics; and any intellectual property belonging to the publisher of the Game.

- 13.3.1.1.** As between each Participant and Tespa, Tespa (or its sublicensees) will be the sole owner of all of the following (collectively, the “Tournament Materials”): Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials).

- 13.3.1.2.** Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials);

- 13.3.1.3.** All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Tespa and that incorporate or make use of all or any part of Participant Materials (but not

Participant Materials that are incorporated or used therein and licensed hereunder);

13.3.1.4. Suggestions, comments and other feedback that a Participant may provide to Tespa relating in any way to (a) the Tournament, the Game or the business of Tespa or its affiliated companies, and (b) all improvements or enhancements to the Tournament, the Game, or the business of Tespa or its affiliated companies resulting from any such suggestions, comments and feedback;

13.3.1.5. Data and statistics relating to a Participant's play of the Game, and all feeds and data streams of such data and statistics; and

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

14. Resolution of Disputes

14.1. Disputes Regarding League Rules

Tespa has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of these Official Rules ("Rules Dispute").

14.2. Binding Arbitration for Arbitration Disputes

Any dispute, claim or controversy that Tespa may have against a Participant or that a Participant might have against Tespa, and any dispute, claim or controversy arising out of or relating to the Tournament or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Tespa's final, binding authority (whether under Section 12.1 or under separate written agreements entered into with Tespa or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Tespa or its affiliates ("Arbitration Dispute") will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This

Section 14.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Tespa from seeking and obtaining from any court of competent jurisdiction (without the need for Tespa to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or

applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

14.3. Class Action and PAGA Waiver

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

14.3.2. By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Tespa; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), separately addressed in Section 14.3(c) below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Tespa agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 14.3.1 and this Section 14.3.2 are referred to as the "Class Action Waiver".

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

Participant or Tespa agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this Section 14.3.3 are referred to as the "PAGA Waiver".

14.3.4. In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general

or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or nonPAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within

Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

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

Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

- 14.4.** For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

14.5. Governing Law

- 14.5.1.** All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the United States of America and the law of the State of California, without regard to choice of law principles, provided that Tespa will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This selection of governing law shall supersede any prior choice of law contained in any prior version of the Official Rules executed by the Participant.

- 14.5.2.** Participants 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.

14.5.3. In recognition of the Tournament's status as a multi-national league, Tespa will endeavor to provide official translations of these Official Rules. In the event of any conflict between the English version and any translation of these Official Rules, the English version will control.

14.5.4. Changes to this Section Tournament Administration will provide 60 days' notice of any changes to this Section 14. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

15. Winners List; Rules Request

A list of winners will be posted at <http://compete.tespa.org> no later than December 31, 2018 and will remain available until December 31, 2019. For a copy of the winners list, send a stamped, self-addressed business-size envelope to Tespa at the address listed below, "Hearthstone Collegiate Championship Fall 2018 - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA

92612." To obtain a copy of these Rules, send a stamped, self-addressed businesssize envelope to Tespa at the address listed below,

"Hearthstone Collegiate Championship Fall 2018 - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.

16. Copyright Notice

The Tournament and all accompanying materials are copyright © 2018 Tespa, Inc., and its respective licensors. All rights are reserved.

17. Miscellaneous

Participants acknowledge that the publisher of the Game, Blizzard Entertainment, may patch or update the Game at any time to fix bugs, change balance, or add features, and the Tournament will continue regardless. Participants agree to be bound by these Official Rules and by the decisions of Tespa, which are final and binding in all respects. No automated entry devices and/or programs are permitted. Tespa is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Tournament, including any injury or damage to Participant's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Tespa reserves the right to change these

Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any Participant's participation in the Tournament should viruses, bugs,

unauthorized human intervention 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. Due to server capacity and other technical limitations beyond the control of

Tespa, Tespa reserves the right to limit the number of Participants. Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Tespa, the Tournament or any other Participant (in each case as determined in Tespa's sole discretion) are subject to disqualification from entry into the Tournament. Tespa reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If a Participant has any questions about these Official Rules or the Tournament, please email them to compete@tespa.org or send written questions to: 2018 Tespa Collegiate Series c/o Tespa, P.O. Box 18979, Irvine, CA 93623.

18. Tournament Sponsor

The sponsor of the Tournament is Tespa, Inc.