

2016 STARCRAFT® II WORLD CHAMPIONSHIP SERIES

OFFICIAL COMPETITION RULES, TERMS AND CONDITIONS

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1. Introduction

These 2016 StarCraft II World Championship Series Official Competition Rules, Term and Conditions govern qualification for and competitive play of StarCraft II in the 2016 World Championship Series including the Global Finals, Global Playoffs, and Circuit Championships ("WCS").

These Official Rules establish the rules of tournament play, including rules governing player eligibility, tournament structure, point structures, prize awards, sponsorships and player conduct. These Official Rules also contain limitations of liability, license grants and other legally binding contract terms. You are required to read and understand these Official Rules before you can participate in the WCS.

You must accept these Official Rules in order to participate in the WCS, and you must abide by these Official Rules in order to remain eligible to play in the WCS and receive prizes. All of this is explained below.

2. WORLD CHAMPIONSHIP SERIES

2.1. Acceptance of the Official Rules.

- (a) You may accept these rules by signing or accepting a Player Certification Form, either in print or online. A copy of the Player Certification Form is attached as an exhibit to these Official Rules. You also indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the WCS.
- (b) If you are under the age of majority (as described below), your parent or legal guardian may 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 WCS.

2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of StarCraft II in the 2016 StarCraft II World Championship Series, including the World Championship Series Circuit Championships ("WCS Circuit Championships"). Other rules apply to competitions taking place as part of the World Championship Series Korea Standings ("WCS Korea Standings") [and to certain qualifying events that take place in the Asia-Pacific region, in Europe, in China and elsewhere].
- (b) These Official Rules are in addition to the Battle.net® End User License Agreement applicable

to your use of Battle.net, the Online Privacy Policy applicable to your use of Battle.net, and the other terms and conditions governing use of the Battle.net website. The current version of the End User License Agreement for US and Canadian Battle.net account holders is found at http://us.blizzard.com/en-us/company/legal/eula.html and the current version of the Online Privacy Policy for US and Canadian Battle.net account holders is found at http://us.blizzard.com/en-us/company/about/privacy.html. The current versions of the End User License Agreement and Online Privacy Policy applicable to other countries' Battle.net account holders can be found by going to the bottom of the page for the US/Canadian versions and switching to the appropriate language.

- (c) There is a Glossary of terms at the back of these Official Rules that explains key terms in greater detail. The Glossary is an important part of these Official Rules.
- (d) If you violate these Official Rules or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action and legal claims, as explained below.

3. PLAYER ELIGIBILITY REQUIREMENTS

3.1. Regional Eligibility.

- (a) In order to be eligible to participate in the WCS, you must have authorized access to a full Battle.net account. Your account must be in good standing at the start of the WCS and remain in good standing throughout the WCS. A Battle.net light account is not sufficient for participation in the WCS.
- (b) Your Battle.net Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (c) In order to be eligible to participate in the WCS, you must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Battle.net Account, unless you are a minor using a Battle.net Account registered by your parent or legal guardian.

3.2. Minimum Age Requirements.

(a) You may participate in the WCS if you have reached the age of majority in your country of residence as of December 5, 2015.

- (b) If you are under the legal age of majority in your country of residence, but over the age of 16 as of January 1, 2016, you may still enter the WCS and participate as a player if you otherwise meet all of the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.
- (c) In addition to your parents or legal guardians reading and accepting the rules, it is important to keep them informed of your participation in the WCS. Should you qualify for WCS events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communications.

3.3. <u>Ineligible Players</u>.

(a) The directors, officers and employees of Blizzard, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to win any prizes.

4. WCS GLOBAL PLAYOFFS QUALIFICATION EVENTS

4.1. WCS Global Playoffs Qualification Generally.

(a) Sixteen players will compete in the WCS Global Playoffs on or about the last weekend in October, 2016. Those sixteen players will be chosen based on the results of qualifying events held between January 1, 2016 and October 9, 2016, as set forth below.



- (b) There are four ways to qualify for one of the sixteen slots in the WCS Global Playoffs:
 - Korea Leagues. Each winner of a season event in one of the leagues located in Korea, GSL (Global StarCraft II League) and SSL (Starcraft II StarLeague), will qualify for the WCS Global Playoffs. In 2016, GSL and SSL will each have two season events, so up to four players may qualify this way.
 - *Korea Standings*. The top four players in the WCS Korea Standings as of October 9, 2016, will qualify for the WCS Global Playoffs. Players will be able to earn points toward their ranks in the WCS Korea Standings at each GSL and SSL season event, and at other qualifying events, as described below. If fewer than eight eligible players qualify by winning a season of GSL or SSL or by placing among the top four in the WCS Korea Standings (e.g., if one player wins both GSL seasons, or if one player wins a season of GSL and also places among the top four in the WCS Korea Standings), then the next-highest placing player(s) in the WCS Korea Standings may qualify for the WCS Global Playoffs.
 - Circuit Championships. Each WCS Circuit Championship winner will qualify for the WCS
 Global Playoffs. In 2016, there will be three WCS Circuit Championship Events the
 Winter Circuit Championship, Spring Circuit Championship, and Summer Circuit

Championship — so up to three players may qualify this way.

• Circuit Standings. The top five players in the WCS Circuit Standings as of October 9, 2016 will qualify for the WCS Global Playoffs. Players will be able to earn points toward their ranks in the WCS Circuit Standings at each WCS Circuit Championship event and at other qualifying events, as described below. If fewer than eight eligible players qualify by winning a WCS Circuit Championship event or by placing among the top five in the WCS Circuit Standings (e.g., if one player wins multiple WCS Circuit Championship events, or if one player wins a WCS Circuit Championship event and also places among the top five in the WCS Circuit Standings), then the next-highest placing player(s) in the WCS Circuit Standings may qualify for the WCS Global Playoffs.

4.2. Korea Leagues.

The player(s) that win the following events will qualify for the WCS Global Playoffs:

- GSL Season 1.
- GSL Season 2.
- SSL Season 1.
- SSL Season 2.

4.3. <u>Korea Standings</u>.

- (a) During the WCS Period, players will be able to earn points toward their WCS Korea Standings. Points are earned based on performance, with better results awarding more points.
- (b) A player will be able to earn points toward his or her WCS Korea Standing during the WCS Period by competing in four types of events:
 - GSL seasons.
 - SSL seasons.
 - Cross-Finals events.
 - WCS Global Events.
- (c) GSL Season 1. Players who participate in Season 1 of GSL will earn the following points toward

their WCS Korea Standings:

GSL Season 1 Points Toward WCS Korea Standings		
Code S — 1st Place	4000 points	
Code S — 2nd Place	2800 points	
Code S — 3rd - 4th Places	1800 points	
Code S — 5th - 8th Places	1200 points	
Code S — 9th - 12th Places	800 points	
Code S — 13th - 16th Places	600 points	
Code S — 17th - 24th Places	300 points	
Code S — 25th - 32nd Places	200 points	
Code A — 31st - 60th Places	100 points	

(d) GSL Season 2. Players who participate in Season 2 of GSL will earn the following points toward their WCS Korea Standings:

GSL Season 2 Points Toward WCS Korea Standings		
Code S — 1st Place	4000 points	
Code S — 2nd Place	2800 points	
Code S — 3rd - 4th Places	1800 points	
Code S — 5th - 8th Places	1200 points	
Code S — 9th - 12th Places	800 points	
Code S — 13th - 16th Places	600 points	
Code S — 17th - 24th Places	300 points	
Code S — 25th - 32nd Places	200 points	
Code A — 24th - 48th Places	100 points	

(e) SSL Season. Players who participate in Season 1 or Season 2 of SSL will earn the following points toward their WCS Korea Standings for each SSL season:

SSL Points Toward WCS Korea Standings		
1st Place	4000 points	

2nd Place	2800 points
3rd - 4th Places	1800 points
5th - 8th Places	1200 points
9th - 12th Places	800 points
13th - 16th Places	600 points

- (f) Cross-Finals. The winner of each season's Cross-Finals event will earn 1000 points toward his or her WCS Korea Standings. No points will be awarded toward any player's WCS Korea Standings based upon any Archon mode matches.
- (g) WCS Global Event. Blizzard may designate certain StarCraft II competitions as WCS Global Events. Players who participate in a WCS Global Event may earn the following points toward their WCS Korea Standings:

WCS Global Event		
1st Place	1500 points	
2nd Place	1050 points	
3rd - 4th Places	675 points	
5th - 8th Places	450 points	
9th - 16th Places	225 points	

Note that players may earn points at a WCS Global Event toward either their WCS Korea Standings or their WCS Circuit Standings, but not both. The points that players may earn at WCS Global Events toward their WCS Circuit Standings are described in Section 4.5 below.

4.4. <u>Circuit Championships</u>.

- (a) The player(s) that win the following events will qualify for the WCS Global Playoffs:
 - WCS Circuit Winter Championship.
 - WCS Circuit Spring Championship.
 - WCS Circuit Summer Championship.
- (b) All participants in the WCS Winter, Spring, or Summer Circuit Championships must satisfy the

Circuit eligibility and residency requirements set forth in Section 4.6 below.

- (c) Winter Circuit Championship. 32 players will be invited to participate in the WCS Winter Circuit Championship. Additional details about the WCS Winter Circuit Championship are available at http://en.intelextrememasters.com/news/the-first-wcs-winter-championship-to-take-place-at-intel-extreme-masters-katowice/.
- (d) Spring Circuit Championship. 32 players will be invited to participate in the WCS Spring Circuit Championship. Additional details about the WCS Spring Circuit Championship will be available at blizz.ly/WCSSpringChamps.
- (e) Summer Circuit Championship. 32 players will be invited to participate in the WCS Summer Circuit Championship. Additional details about the WCS Summer Circuit Championship will be available at blizz.ly/WCSSummerChamps.

4.5. <u>Circuit Standings</u>.

- (a) During the WCS Period, players will be able to earn points toward their WCS Circuit Standings. Points are earned based on performance, with better results awarding more points.
- (b) A player will be able to earn points toward his or her WCS Circuit Standing during the WCS Period by competing in five types of events:
 - WCS Circuit Championships.
 - WCS Circuit Events 5000.
 - WCS Circuit Events 2500.
 - WCS Regional Challenger events.
 - WCS Global Events.
- (c) To participate in any event that may award points toward the WCS Circuit Standings, you must satisfy the Circuit eligibility and residency requirements set forth in Section 4.6 below. However, if you wish to participate in a WCS Global Event and are seeking only to earn WCS Korea Standings points not WCS Circuit Standings points you do not need to satisfy the Circuit eligibility and residency requirements set forth in Section 4.6 below for purposes of that event.
- (d) Circuit Championship. Players who participate in a WCS Circuit Championship will earn the

following prizes and points toward their WCS Circuit Standings for each championship Winter:

WCS Circuit Championship			
1st Place	3000 points	USD \$ 35,000	
2nd Place	1400 points	USD \$ 15,000	
3rd - 4th Places	900 points	USD \$ 10,000	
5th - 8th Places	600 points	USD \$ 8,000	
9th - 16th Places	300 points	USD \$ 6,000	

(e) Spring, and Summer:

WCS Circuit Championship			
1st Place	3000 points	USD \$ 35,000	
2nd Place	1400 points	USD \$ 15,000	
3rd - 4th Places	900 points	USD \$ 10,000	
5th - 8th Places	600 points	USD \$ 6,000	
9th - 16th Places	300 points	USD \$4,000	
17th – 32nd Places	0 points	USD \$ 1,500	

(f) Circuit Event – 5000. Blizzard may designate certain StarCraft II competitions as WCS Circuit Events – 5000. Players who participate in a WCS Circuit Event – 5000 will earn the following prizes and points toward their WCS Circuit Standings for each such event:

WCS Circuit Event – 5000			
1st Place	1000 points	USD \$ 16,000	
2nd Place	700 points	USD \$ 8,000	
3rd - 4th Places	450 points	USD \$ 5,000	
5th - 8th Places	300 points	USD \$ 2,000	
9th - 16th Places	150 points	USD \$ 1,000	

(g) Circuit Event – 2500. Blizzard may designate certain StarCraft II competitions as WCS Circuit

Events -2500. Players who participate in a WCS Circuit Event -2500 will earn the following points toward their WCS Circuit Standings for each such event:

WCS Circuit Event – 2500		
1st Place	500 points	
2nd Place	350 points	
3rd - 4th Places	225 points	
5th - 8th Places	150 points	
9th - 16th Places	75 points	

(h) Regional Challenger. Blizzard may designate certain StarCraft II competitions as WCS Regional Challenger events. Players who participate in a Regional Challenger event will earn the following prizes and points toward their WCS Circuit Standings for each such event:

Regional Challenger			
1st Place	100 points	USD \$ 1,600	
2nd Place	70 points	USD \$ 1,200	
3rd - 4th Places	45 points	USD \$ 800	
5th - 8th Places	30 points	USD \$ 600	
9th - 16th Places	15 points	USD \$ 400	

(i) WCS Global Event. Blizzard may designate certain StarCraft II competitions as WCS Global Events. Players who participate in a WCS Global Event may earn the following points toward their WCS Circuit Standings:

WCS Global Event	
1st Place	1500 points
2nd Place	1050 points
3rd - 4th Places	675 points
5th - 8th Places	450 points
9th - 16th Places	225 points

Note that players may earn points at a WCS Global Event toward either their WCS Korea

Standings or their WCS Circuit Standings, but not both. The points that players may earn at WCS Global Events toward their WCS Korea Standings are described in Section 4.3 above.

4.6. <u>Circuit Eligibility and Residency Requirements.</u>

- (a) If you want to participate in a WCS Circuit Championship or any event that may award points toward the WCS Circuit Standings, you must provide Blizzard with proof that you are either a citizen, a permanent resident, or a qualifying foreign resident of a country in one of the following Circuit Regions:
 - Europe, Africa, Middle East
 - North America (USA, Canada)
 - Latin America
 - China
 - Oceania, Southeast Asia, Japan
 - Taiwan, Hong Kong, Macau
- (b) For the purposes of the WCS, a "citizen" is a participant who is a citizen of a Circuit Country, and a "permanent resident" is a participant who has legally qualified for permanent residency in a Circuit Country and has resided in that country for at least one year prior to the first match of the event in which the participant wishes to participate.
- (c) For the purposes of the WCS, a "qualifying foreign resident" is a participant who has provided Blizzard with proof that he or she has resided in a Circuit Country for at least one month prior to the first match of the event in which the participant wishes to participate, and who has provided Blizzard with a copy of his or her passport and a copy of his or her valid resident visa for that country that does not expire until after the conclusion of that event. A "qualifying foreign resident" may travel for non-competitive reasons outside of his or her [country of residence] only for a maximum of five weeks during the WCS Period, and must obtain Blizzard's approval in advance before traveling outside of his or her country of residence during the WCS Period unless the travel is for purposes of participating in a WCS Global Event. In addition, a "qualifying foreign resident" must win at least 100 StarCraft II ladder games per month in his or her [country of residence], and must play all StarCraft II [online] tournament and ladder games in his or her [country of residence]. [Blizzard may waive one or more of these "qualifying foreign resident" requirements for participants who provide Blizzard with proof of their consistent residency in a country since January 1, 2013.]
- (d) In order to prove citizenship, permanent residency, or qualifying foreign residency, you must provide Blizzard with a Battle.net Account for verification purposes, and the country of residence

of your Battle.net Account must be one of the Circuit Regions set forth above. Your BattleTag must match the tag of your public persona and Blizzard must pre-approve your BattleTag before you can enter the WCS.

(e) If you have any questions about the residency requirements, or wish to submit documents to become a "qualifying foreign resident", email esportsteam@blizzard.com, and Blizzard can begin the verification process. Blizzard's decisions as to residency and citizenship are final and binding.

4.7. <u>Event-Specific Rules and Regulations</u>.

Each WCS Event may require players to comply with additional tournament-specific rules and regulations. Such rules and regulations are incorporated by reference herein, and you agree as a condition to participating in any WCS Event that you will read and adhere to any event-specific WCS rules and regulations that may apply to you.

5. WCS PLAYOFFS AND FINALS

5.1. Tournament Dates and Locations.

- (a) The sixteen players who qualify for the WCS Global Playoffs, as described in Section 4 above, will compete in the WCS Global Playoffs on or about the last week of October, 2016, at a location in the greater Los Angeles, California area that Blizzard will determine in its sole discretion.
- (b) The eight players who advance from the WCS Global Playoffs will compete in the WCS Global Finals on or about the first weekend in November, 2016, at a location in the greater Los Angeles, California area that Blizzard will determine in its sole discretion.

5.2. <u>Global Playoffs Format and Prizes</u>.

(a) In the WCS Global Playoffs, sixteen players will be distributed into four groups of four players each. Each group will include two players who qualified based on the WCS Korea Standings or who won a season of GSL or SSL. Each group will also include two players who qualified based on the WCS Circuit Standings or who won a WCS Circuit Championship. The groups will be seeded based upon their final ranking within WCS Korea and the WCS Circuit as follows:

Group A

WCS Korea 1 vs. WCS Circuit 8

WCS Korea 5 vs. WCS Circuit 4

Group B
WCS Korea 4 vs. WCS Circuit 5
WCS Korea 8 vs. WCS Circuit 1
Group C
WCS Korea 3 vs. WCS Circuit 6
WCS Korea 7 vs. WCS Circuit 2
Group D
WCS Korea 2 vs. WCS Circuit 7
WCS Korea 6 vs. WCS Circuit 3

- (b) Each group of four players will compete in their own double-elimination tournament, where each match will be determined by a best-of-three format.
- (c) Two players in each group will advance to the WCS Global Finals.
- (d) Two players in each group will be eliminated and will not advance to the WCS Global Finals. Each of these eliminated players will earn a prize of USD \$ 10,000.

5.3. Global Finals Format and Prizes.

- (a) In the WCS Global Finals, eight players will compete in a single-elimination tournament, where each match will be determined by a best-of-five format, with the exception of the final match, which will be determined by the best of seven games.
- (b) Players who participate in the WCS Global Finals will earn the following prizes:

WCS Global Finals		
1st Place	USD \$ 200,000	
2nd Place	USD \$ 100,000	
3rd - 4th Places	USD \$ 30,000	
5th - 8th Places	USD \$ 15,000	

5.4. Prize Awards.

(a) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the WCS.

- (b) National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the winner. All cash prizes will be paid in US dollars. Winners will be required to complete and submit to Blizzard all governmental and tax forms required to receive a cash prize, including an IRS form W-8 or W-9 and any other forms required by the country in which live WCS events are held. Additional paperwork that Blizzard requests, including waivers and releases, must be submitted to Blizzard before Blizzard will provide the winner with any prize. Prizes are not transferable.
- (c) No substitutions or exchanges (including for cash) of any non-cash prizes will be permitted, except that Blizzard reserves the right to substitute a prize of equal or greater value for any non-cash prize.
- (d) All participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (*e.g.*, on a leaderboard) during a game or match does not entitle any participant to a prize.
- (e) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Official Rules and release of liability. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit within seven (7) days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.
- (f) Blizzard will post a list of winners at http://wcs.battle.net/sc2/en/brackets no later than November 30, 2016. The list will remain available until April 30, 2016.

5.5. Travel and Expenses.

- (a) Blizzard will, at its cost, make the travel arrangements for those players who qualify for Blizzard-sponsored travel under these Official Rules and pay the expenses to the vendor directly. The travel expenses of players will not be reimbursed. All Blizzard-sponsored travel must take place on the dates and times that Blizzard specifies. Travel and accommodations are subject to availability. Additional restrictions may apply.
- (b) A player who qualifies for participation in any in-person game or match that is part of the WCS Global Playoffs will be responsible, at his or her own cost and expense, for obtaining all the necessary visas, passports and other travel documents required to travel to and work in the United

States of America.

- (c) All players are responsible for any and all costs and expenses associated with their participation in the WCS and receipt of any prize that are not specifically designated as the responsibility of Blizzard in these Official Rules.
- (d) Should a player who qualifies for participation in any in-person game or match that is part of the WCS be a minor under applicable law, a parent or legal guardian will be required to travel on the same itinerary with the minor player, and shall be responsible for all of his or her own travel and accommodation costs, including transportation and accommodation costs and any cost or expense associated with obtaining the necessary visas, passports or other travel documents.

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, WCS organizers and members of the administration team, the media, sponsors and fans.
- (b) Players may not use obscene gestures or profanity in their BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the WCS and includes abbreviations and/or obscure references.
- (c) Players are expected to settle their differences in a respectful manner and without resort to violence, threats, or physical or non-physical intimidation. Violence is never permitted at any facility that is owned by or leased to Blizzard or a tournament organizer, or against any competitor or administrator.

6.2. Cheating.

- (a) 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 WCS game or match so that the outcome is determined by anything other than its merits. Examples of cheating would include:
 - 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;

- Attempts to interfere with another player's connection to the game service through
 Distributed Denial of Service (DDoS) or any other means;
- Tampering with the entry process or the operation of the WCS; and
- Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in StarCraft II or any other Blizzard game.
- (b) If someone asks you to bet on any WCS game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: esportsteam@blizzard.com.

6.3. <u>Illegal and Unethical Conduct.</u>

- (a) Players are required to observe all laws applicable to their participation in the WCS, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the WCS.
- (b) A player may not, during any WCS 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 Blizzard, StarCraft II or any of the other products, services or sponsors of Blizzard.

6.4. Anti-Harassment.

- (a) Blizzard is committed to providing a competitive environment that is free of harassment and discrimination.
- (b) In furtherance of this commitment, players engaged in the WCS and WCS 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.

(a) Gambling on the outcome of WCS games or matches can pose a serious threat to the integrity of Blizzard esports and public confidence in the WCS. Players are not allowed to place, or attempt to place, bets on any games or matches involving competitive play of a Blizzard title, including

StarCraft II.

(b) This rule also prohibits players from participating in anyone else's betting activities, asking anyone to place bets on WCS games or matches on a player's behalf, or encouraging anyone else to bet on WCS games or matches.

6.6. <u>Alcohol and Drugs</u>.

- (a) Blizzard'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. Blizzard will not tolerate the presence of illegal drugs or the unapproved use of legal drugs at any WCS Event.
- (b) 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 WCS Events or on premises that are owned by or leased to Blizzard or a tournament organizer.
- (c) 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. WCS disputes or player violation reports must be reviewed by the organizer and Blizzard 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 Blizzard, its parent and any of their respective affiliate companies and subsidiaries or StarCraft II or any other Blizzard title.
- (c) 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 WCS schedule.
- (b) Players have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official WCS schedule.

6.9. Software and Hardware.

- (a) Any intentional use, or attempted use, by a player of any bugs or exploits in the game may result in a forfeit of the match and disqualification from the WCS. Blizzard, at its discretion, will determine bugs and exploits.
- (b) Players must consult with the organizer before bringing electronic storage devices to any WCS 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 while a game or match is played.

6.10. Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the WCS, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in the WCS and/or WCS Events:
 - Pornography (or materials that Blizzard determines are the equivalent of pornography);
 - Alcohol;
 - Tobacco or cigarettes, including vaping products;
 - Firearms;
 - Gambling, including websites that offer gambling;
 - Any person or entity that offers products or services that Blizzard determines are detrimental
 to StarCraft II, the WCS or Blizzard's business or that give one player an unfair advantage
 over another player, including hacking, account sellers and key sellers.

(c) In addition, Blizzard 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 WCS, WCS Events and StarCraft II. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Players participating in the WCS and/or WCS 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 WCS and Blizzard's reputation for open and fair competition, Blizzard 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 Blizzard in any such investigation.
- (b) If Blizzard determines that a player has been cheating or has otherwise violated these Official Rules, the player may be immediately disqualified and removed from the WCS. In addition, Blizzard may, in its sole discretion:
 - Issue a warning to the player and publish that warning on StarCraft II sites;
 - Disqualify the player from participating in any future StarCraft II tournaments and events;
 - Revoke all or any part of the points and prizes previously awarded to the player;
 - Terminate all licenses granted to the player for Blizzard titles, including StarCraft II; and/or
 - Terminate all Battle.net accounts that are held by the player.
- (c) Blizzard's determination as to the appropriate disciplinary action will be final and binding. Blizzard reserves the right to lock out players whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the WCS.
- (d) The failure by a player (or his or her parent or legal guardian) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Office Rules.

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

7.1. Cap on Liability; No Punitive Damages.

- (a) You understand and agree that Blizzard and the other members of the Blizzard 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 Blizzard and the other members of the Blizzard 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 Blizzard or another member of the Blizzard 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 BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD 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 Blizzard or any other member of the Blizzard 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 Blizzard or any other Blizzard Group member was advised of the possibility of such damages.

7.2. Disclaimers.

- (a) You agree that Blizzard and the other members of the Blizzard Group are not responsible for:
 - Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
 - Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
 - Any WCS disruptions, injuries, losses or damages caused by events beyond the control of Blizzard (although Blizzard will take reasonable precautions to ensure reasonable safety); or
 - Any printing or typographical errors in any materials associated with the WCS or WCS 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).

7.3. Changes to Your Battle.net Account.

- (a) In accordance with the Battle.net End User License Agreement and without limiting Blizzard's rights therein, Blizzard retains the right to modify or delete content, data, accounts, statistics, user profiles, and any information created, stored, processed or uploaded to your Battle.net Account at any time and for any reason at its sole discretion.
- (b) In the event of a conflict between the provisions of the Battle.net End User License Agreement and the provisions of these Official Rules, the provision that is most protective of Blizzard (as determined by Blizzard) will govern and control.

8. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

8.1. License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as an elite player and help you develop your personal brand. To do that, Blizzard 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"). Blizzard also wants to use Your Brand Materials to promote Blizzard, StarCraft II and our other products and services, and you agree that Blizzard may do that.
- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard 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 WCS (including any games, matches or other competitions that are part of the WCS) or any WCS Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including StarCraft II and the WCS.

8.2. <u>Advertising Materials</u>.

- (a) The grant of rights and licenses in Section 8.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicensees) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
 - Websites of Blizzard and its streaming and broadcast partners;
 - Social media postings;
 - Print and online advertising and content;
 - Network, cable and local television and radio;
 - Newspaper and magazine advertising and content;
 - Online advertising and content, including banners, leaderboards and skyscrapers;
 - Outdoor and indoor billboards, posters, signs and displays;
 - Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals:
 - Press releases, newsletters and e-alerts; and
 - 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 Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.
- (c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.
- 8.3. Ownership of Advertising Materials, Feedback, Stats and Suggestions.
 - (a) As between you and Blizzard, you are the sole owner of Your Brand Materials.
 - (b) As between you and Blizzard, Blizzard shall be the sole owner of all of the following:

- Advertising Materials (but not Your Brand Materials that are incorporated into or used in the Advertising Materials);
- Works of authorship, audio-visual works, artwork, compilations, data and documentation that
 are created by or for a member of the Blizzard 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);
- Suggestions, comments and other feedback that you may provide to Blizzard relating in any
 way to StarCraft II, the WCS, the WCS Events or the business of Blizzard and all
 improvements or enhancements to StarCraft II, the WCS, the WCS Events and the business
 of Blizzard resulting therefrom;
- Data and statistics relating to your play of StarCraft II during the WCS, and all feeds and data streams of such data and statistics; and
- 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 Blizzard Group in the Advertising Materials or any of the forgoing items.

8.4. Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate the WCS at the time that you registered your Battle.net Account, and without limiting Blizzard's rights under its Online Privacy Policies, Blizzard will use such information to contact you for matters and events related to the operation of the WCS.
- (b) Blizzard will collect, store, and use information collected in connection with the WCS and WCS Events (including information collected at live events) in accordance with Blizzard's Online Privacy Policy.
- (c) By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

9. RESOLUTION OF DISPUTES

9.1. Applicability.

(a) This Section 9.0 applies to and governs any Dispute that arises out of or relates to StarCraft II, the WCS, a WCS Event or these Official Rules, or the breach thereof.

9.2. Negotiations.

- (a) In an effort to accelerate resolution and reduce the cost of any Dispute, you and Blizzard 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. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your Battle.net Account.
- (c) You will send your notice to Blizzard at Blizzard Entertainment, Inc., 16215 Alton Parkway, Irvine, CA 92618, Attn.: General Counsel.

9.3. <u>Binding Arbitration.</u>

- (a) If a Dispute cannot be resolved through negotiations, either you or Blizzard 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 9.6 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 BLIZZARD'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND BLIZZARD EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.
- 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 9.6 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 Blizzard 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.

9.4. <u>Arbitration Procedures.</u>

- (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 Blizzard, 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.

9.5. Class and Collective Action Waiver.

- (a) You and Blizzard agree that any arbitration or court proceeding shall be limited to the Dispute between Blizzard and you individually.
- (b) 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 Blizzard; (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 9.0.
- (c) 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.
- (d) Under no circumstances do you or Blizzard agree to class or collective procedures in arbitration

or court proceedings or the joinder of claims in arbitration or court proceedings.

9.6. <u>Location of Arbitration.</u>

- (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 solely by a court of competent jurisdiction within the County of Orange, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.
- (d) You and Blizzard 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 Blizzard'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.

9.7. 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 Blizzard 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 Blizzard 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.

10. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS

10.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the WCS and all accompanying materials are copyright © 2016 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in the WCS grants to you, by implication,

waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

10.2. <u>Changes to StarCraft II</u>.

- (a) Blizzard reserves the right to patch, update or improve StarCraft II at any time to fix bugs, change balance or add features or functionality as deemed appropriate by the Blizzard, in its sole discretion, without suspending or canceling the WCS.
- (b) You agree that Blizzard will not be liable to you for any changes to StarCraft II or these Official Rules.

10.3. Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for the WCS 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 WCS are superseded.
- (b) Blizzard reserves the right to revise, modify, change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the WCS or any player's participation in the WCS should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the WCS, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the WCS as planned.

10.4. No Employment Relationship.

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

10.5. <u>Communications</u>.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically,

and you agree to receive all such communications from Blizzard electronic form. All communications between you and Blizzard relating to the WCS will be in the English language. Electronic communications will be delivered to you at the email address listed on your Battle.net Account.

- (c) These Official Rules have been written and executed in the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.
- (d) If you have any questions or comments about these Official Rules or the WCS, please email them to esportsteam@blizzard.com or send written questions to: 2016 StarCraft II World Championship Series c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.

11. GLOSSARY

"Advertising Materials" means (a) the websites of Blizzard 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.

"Battle.net Account" means a full Battle.net account that is in good standing and that remains in good standing throughout the WCS. "Battle.net Account" does not refer to a Battle.net light account; a light account is not sufficient for participation in the WCS.

"Battle.net light account" means a version of Battle.net that mobile users can create without accepting the Battle.net End User License Agreement.

"Blizzard", "we" or "us" means Blizzard Entertainment, Inc. and its affiliates.

"Blizzard Group" means Blizzard, its parent and any of their respective affiliate companies and subsidiaries.

"Circuit Region" means one of the following countries:

- Europe, Africa, Middle East
- North America (USA, Canada)
- Latin America
- China
- Oceania, Southeast Asia, Japan
- Taiwan, Hong Kong, Macau

"Cross-Finals" means the four-player event at the conclusion of each season of GSL and SSL in which the top two finishers from each league compete.

"Dispute" means any dispute, controversy, or claim, whether based on contract, tort, fraudulent misrepresentation, statute, regulation, constitution, common law, equity, or any other matter, that arises out of or relates to StarCraft II, the WCS, a WCS Event or these Official Rules, or the breach thereof.

"GSL" means the Global StarCraft II League in Korea.

"Official Rules" means the 2016 StarCraft II World Championship Series Official Competition Rules, Terms and Conditions (*i.e.*, the rules, terms and conditions as set forth this document).

"SSL" means the StarCraft II StarLeague in Korea.

"WCS" means the 2016 StarCraft II World Championship Series, including the Global Finals, Global Playoffs, and Circuit Championships.

"WCS Circuit Standings" means the player standings based on points set forth in Section 4.5 above.

"WCS Events" means all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the WCS.

"WCS Global Events" means certain StarCraft II competitions that Blizzard may designate as WCS Global Events, and which may award points to participants either toward the WCS Korea Standings *or* the WCS Circuit Standings.

"WCS Korea Standings" means the player standings based on points set forth in Section 4.3 above.

"WCS Period" means the period starting on the Commencement Date and continuing through the end of the Tour period, which is expected to conclude on or about November 5, 2016..

"Website Terms" means the Battle.net® End User License Agreement applicable to your use of Battle.net, the Online Privacy Policy applicable to your use of Battle.net, and the other terms and conditions governing use of the Battle.net website.

"You" means the player who seeks to participate in the WCS or a WCS Event.

"Your Brand Materials" means your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory.

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