



**2019 HEARTHSTONE TOURNAMENT
PLAYER HANDBOOK V1.2**

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1. INTRODUCTION

This 2019 Hearthstone Tournament Player Handbook (the “Handbook”) governs aspects of all 2019 Hearthstone® competitions organized by Blizzard and certain third parties (the “Tournament(s)”). This Handbook establishes the rules of play, player eligibility, formats and structure, invites, prize awards, sponsorships, player conduct, and important legal terms which govern your participation in Hearthstone Tournaments.

THE TERMS OF THIS HANDBOOK CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 8 WHICH LIMITS YOUR AND BLIZZARD’S ABILITY TO LITIGATE CLAIMS; AS WELL AS A LIMITATION OF LIABILITY IN SECTION 9 WHICH LIMITS THE LIABILITY OF BLIZZARD AND THE OTHER MEMBERS OF THE BLIZZARD GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS.

Please review the terms contained in this Handbook carefully. In order to participate in a Hearthstone Tournament during 2019, you must agree to the terms contained in this Handbook, as well as any rules specific to that Tournament.

2. APPLICABILITY OF RULES

2.1 Acknowledgement of this Handbook.

- (a) You acknowledge your acceptance of this Handbook by:
 - i. signing or accepting a player participation form for any Tournament, either in print or online, if such form exists; or
 - ii. entering and participating in a game or match that is part of a Tournament. Blizzard may require you to sign or accept a player participation form prior to allowing you to participate in certain Tournaments.
- (b) If you are over the age of 13 but under the age of majority (as described below), your parent or legal guardian must acknowledge your acceptance of this Handbook on your behalf.
- (c) If you (or your parent or legal guardian) do not accept this Handbook or you do not meet the player eligibility requirements in section 3 below, you may not participate in the Tournament.

2.2 Applicability of Rules.

- (a) The terms contained in this Handbook apply to Hearthstone Tournaments in the Asia-Pacific, Americas, and Europe regions, including the following Tournaments:
- i. Hearthstone Grandmasters
 - ii. Hearthstone Masters Tour
 - iii. Hearthstone Masters Qualifier
 - iv. Hearthstone Inn-vitational
 - v. Hearthstone Collegiate Championship
 - vi. Any third party tournament that grants invites to the Hearthstone Masters Tours
 - vii. Any other tournament which incorporates this Handbook by reference with Blizzard's approval
- (b) Specific Tournament rules may list the specific countries whose residents are eligible to participate in that particular Tournament.
- (c) This Handbook does not apply to Tournaments or programs that occur in China, even if the Tournament or program itself provides invites into Tournaments outside of China. Chinese Tournaments and programs are governed by rules published here: <http://hs.blizzard.cn>.
- (d) Your participation in any Tournament is subject to the current Website Terms applicable to your Blizzard Battle.net® account, which are incorporated by reference into this Handbook. The Website Terms include the Blizzard End User License Agreement applicable to your use of the Hearthstone game client and Blizzard's Battle.net service, the Blizzard Entertainment Online Privacy Policy applicable to your use of Blizzard's games, services, and websites, and the other terms and conditions which govern your use of Blizzard's games, services, and websites. Blizzard's Website Terms can be found below:
- i. North America: <https://www.blizzard.com/en-us/legal>
 - ii. Latin America: <https://www.blizzard.com/es-mx/legal>
 - iii. Brazil: <https://www.blizzard.com/pt-br/legal>
 - iv. Europe: <https://www.blizzard.com/en-gb/legal>

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

3. ELIGIBILITY

3.1 Participation and Eligibility.

- (a) You may participate in a Tournament so long as your participation does not violate applicable local laws. Specific programs may have more restrictive regional requirements for participation and may exclude your participation based on regionality. In such cases, the regional requirements of that specific Tournament's rules shall govern your eligibility for that specific Tournament.
- (b) Certain Tournament may only be open to players invited by the Tournament organizer.
- (c) Certain Tournaments may be dependent on the results of other Tournaments, or may have an earned invitation requirement, or specific requirements for Tournament finishes that you must meet in order to participate. These requirements are outlined in the rules for those Tournaments.
- (d) Certain Tournaments may have limited signups and are subject to a first-come-first-serve sign up system.
- (e) Certain Tournaments, such as Hearthstone Collegiate Tournaments, may be limited to a specific category of players. The rules for those Tournaments will explain who is eligible to participate in the Tournament.
- (f) Certain Tournaments may exclude players who have already earned an invitation to another Tournament.

- (g) In order to be eligible to participate in any Tournament, you must:
- i. have downloaded the Hearthstone game client;
 - ii. have authorized access to a full Battle.net account registered on Blizzard's Battle.net service appropriate for your region as defined by the specific Tournament program. A Battle.net lite account is not sufficient for participation in Tournaments;
 - iii. have a Battle.net account that is in good standing at the start of the Tournament and remain in good standing throughout the Tournament;
 - iv. have a valid email address associated with your Battle.net Account as Blizzard reserves the right to verify the email address that you provide;
 - v. 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;
 - vi. not already be participating in that Tournament. ne entry into the tournament per person.
 - vii. not be on Blizzard's Hearthstone suspended player list, which can be found at blizz.ly/suspended; and
 - viii. have not been told by a Blizzard representative that you are currently under investigation for a Tournament infraction and that you may not participate in Hearthstone tournaments during such investigation.
- (h) All Tournaments are limited to one entry per person, regardless of the number of Battle.net accounts you may have registered.
- (i) In general, Tournament organizers may not exclude players from Tournament participation as long as the player meets the eligibility requirements outlined in this Handbook and in the rules for that specific Tournament.

3.2 Proof of Residency Requirements.

- (a) Some Tournaments may only be open to residents of specific regions, and you may be required to provide proof that you are either a citizen or a legal resident of a country in the region whose residents are eligible to participate in that Tournament.

- (b) In order to prove residency for such Tournaments, you must provide Blizzard with a Battle.net Account for verification purposes, and the country of residence of your Battle.net Account must be one of the eligible countries in the region where the Tournament is held. Your BattleTag must match the tag of your public persona, Blizzard or the Tournament organizer of the Tournament must pre-approve your BattleTag before you can enter the Tournament, and you are not eligible to change the approved BattleTag until the end of the Tournament.
- (c) For certain Tournaments, in order to continue to participate, you will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence. A valid photo ID could include a government-issued driver's license, military photo identification card or passport. If you have any questions about the residency requirements, email HearthstoneAdmin@blizzard.com, and Blizzard can begin the verification process.
- (d) Players may periodically adjust their residency with Blizzard by contacting Blizzard customer service and adjusting their Battle.net information. Following that change, the player must notify HearthstoneAdmin@blizzard.com if their new residency places them into a different region (for example from Europe to Americas).

3.3 Minimum Age Requirements.

- (a) You may participate in a Tournament if you have reached the age of majority in your country of residence at the start of the Tournament. Tournament start dates are outlined in the rules for a specific Tournament. Some Tournaments may have additional age requirements.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of the Tournament start date, you may still enter the Tournament and participate as a player if you otherwise meet all of the eligibility criteria set forth in this Handbook and the Tournament's specific rules, otherwise comply with all country and local regulation for Tournament participation, and one of your parents or legal guardians reads and acknowledges your acceptance the terms contained in this Handbook and the Tournament's specific rules on your behalf.
- (c) In addition to your parents or legal guardians reading and acknowledging your acceptance of the terms contained in this Handbook and the Tournament's specific rules, it is important to keep your parents or legal guardians informed of your participation in such Tournament. Should you qualify for Tournament live events, your parents or legal guardians must be involved in assisting with travel, signing waivers, and communication.

3.4 Ineligible Players.

- (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 participate in any Tournaments, win any prizes, or to have any share or interest of any tournament player's prize.
- (b) In addition, for a Tournament administered by a third party; directors, officers and employees of the entity operating the Tournament, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to participate in any Tournaments, win any prizes, or to have any share or interest of any tournament player's prize.

4. TOURNAMENT STRUCTURES

4.1 General.

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

4.2 Online and Live Tournaments.

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

4.3 Tournament Formats.

- (a) Most Tournaments have Tournament formats that accommodate the need for that specific Tournament. The specifics for Tournament formats is outlined in the Tournament specific rules. In general, Tournaments may have different Tournament formats for different stages of the Tournament.

- (b) Tournament organizers must post Tournament formats and any other Tournament mechanics in the Tournament specific rules as part of the Tournament announcement.

4.4 Swiss Pairings Tournament

- (a) For Tournaments with more than 64 players, Blizzard requires Tournament organizers to run the Swiss pairings (“Swiss”) Tournament format. Swiss format pairs players based on their running record and no player can face the same opponent twice during the single stage of Swiss rounds of the Tournament. During round one of Swiss, organizers must randomly determine round one pairings and may not seed players into the pairings.
- (b) When using Swiss, it is necessary to display tiebreakers in order to accurately rank players. Tournament organizers are required to display all three tiebreakers in their tournament standings.
- (c) Organizers must use the following Swiss tiebreakers (typically referred to as “HCT tiebreakers”):
 - i. Tiebreaker 1: (“W/L Sum”) represents the performance of players that a player played over the course of the tournament. Players who played against stronger opponents will be ranked higher within the standings of the tournament. To calculate W/L Sum, total the number of points each opponent contributes. Opponents contribute +1 for each win they accumulate throughout the tournament and -1 for each loss they accumulate throughout the tournament. Each single opponent may never contribute less than -3 points to a player’s first tiebreaker. Byes contribute 0 points to the player’s W/L Sum tiebreaker.
 - ii. Tiebreaker 2: (“First Tiebreaker Sum”) represents the performance of the opponents that all of a player’s opponents played. Players who played against opponents who consistently played against stronger opponents throughout the tournament will be ranked higher within the standings of the tournament. To calculate the First Tiebreaker Sum, total the sum of W/L Sum for all opponents that the player played. Byes contribute 0 points to the player’s First Tiebreaker Sum tiebreaker.
 - iii. Tiebreaker 3: (“Timing”) represents the importance of the rounds in which the player lost. Players losing in later rounds will be ranked higher within the standings of the tournament. To calculate Timing, sum of the squares of the rounds in which the player lost.

- (d) When using the Swiss pairings Tournament format, organizers must employ an additional Tournament format for that Tournament, such a single elimination bracket. Swiss Tournaments must run the following number of rounds and must adhere to the following top cut for a bracket. For Tournaments with 513 or more players, Tournament organizers must add additional rounds following the below structure.

Players	Swiss Rounds	Top Playoff
9-16	4	top 8
17-32	5	top 8
33-64	6	top 8
65-128	7	top 8
129-224	8	top 8
225-512	9	top 16

4.5 Single Elimination Tournament.

- (a) In single elimination Tournaments, competitors are eliminated outright upon losing, while winners advance to play against other winners until a single player wins.
- (b) For top playoff, organizers must use performance from the previous rounds in order to construct the bracket, commonly known as a seeded bracket.

4.6 Double Elimination Tournament.

- (a) Double elimination Tournaments have two elimination brackets with all competitors beginning in the upper bracket. After their first defeat, the losing player is sent to the lower bracket. Losing in the lower bracket results in elimination from the Tournament.

4.7 Dual Tournament.

- (a) The Dual Tournament format is used for 4-person groups and uses the following structure. The highest-seeded player in each group will initially play the lowest seeded player in the group

- (Match A) and the two middle-seeded players will initially play each other (Match B). These two matches are called Initial Matches. The players who do not win their Initial Match are placed into the Elimination Match. The players who win their Initial Match advance to the Winner's Match.
- (b) The winning players of each of the Initial Matches will play each other (Match C). This is called the Winner's Match. The player who does not win the Winner's Match is placed into the Decider Match. The player who wins the Winner's Match advances out of the group stage to the next stage.
 - (c) The players who did not win the Initial Matches (Match A and Match B) face each other in the Elimination Match (Match D). The player who does not win the Elimination Match is eliminated. The player who wins the Elimination Match advances to the Decider Match.
 - (d) The player who did not win the Winner's Match (Match C) and the player who won the Elimination Match (Match D) face each other. This is called the Decider Match (Match E). The player who does not win the Decider Match is eliminated. The player who wins the Decider Match advances out of the group stage to the next stage.

4.8 Prize Awards.

- (a) The awarding of prizes is void where prohibited or restricted.
- (b) State and local taxes, including VAT taxes which are associated with the receipt or use of any prizes, are the sole responsibility of the prize winner. All cash prizes will be paid in US dollars. Winners will be required to complete and submit an IRS form W-8 or W-9 and other tax and payment documentation as a condition of receiving a cash prize.
- (c) As a condition of being awarded any prize, winners will also be required to execute and deliver to Blizzard a signed affidavit of eligibility, a written acceptance of this Handbook and any other applicable competition rules, a release of liability, and any other documentation which may be requested by Blizzard or a Tournament organizer. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit within seven (7) days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.

- (d) Prizes are not transferable. Notwithstanding the forgoing, a player may request that Blizzard pay a prize award to that player's contracted team organization, provided that Blizzard receives a signed prize payment transfer document from the player (Blizzard will provide such document upon request). Blizzard reserves the right to refuse prize payments to any team organization in its sole discretion.
- (e) 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 noncash prize.

4.9 Travel and Expenses.

- (a) The organizers of certain Tournaments may provide transportation and lodging accommodations to players at certain stages of the Tournament. The specifics of any transportation and lodging will be outlined in the rules for each specific Tournament. In general, any transportation and lodging provided by Blizzard are governed by the following rules.
- (b) Blizzard will, at its cost, make travel arrangements for players who qualify for sponsored travel under a Tournament's specific rules and pay the expenses to the vendor directly. The travel expenses of players will not be reimbursed. All Blizzard-provided travel must take place on the dates and times that Blizzard specifies.
- (c) Players, at their own cost, must secure all necessary visas, passports, and other travel documentation required to travel to and compete in the country where a live Tournament is taking place. Failure to secure the necessary visas, passports, and other travel documentation or denial of entry to a country where a live Tournament is taking place will result in disqualification for that particular live Tournament.
- (d) All players are responsible for any and all costs and expenses associated with their participation in the Tournament and receipt of any prize that are not specifically designated as the responsibility of Blizzard in the Tournament specific rules.
- (e) Should a player who qualifies for any in-person Tournament game or match be a minor under applicable law, the player's parent or legal guardian must travel on the same itinerary with the minor player. Any required player parent or guardian shall be responsible for their own travel

costs, including transportation and lodging costs, and any cost or expense associated with obtaining the necessary visas, passports, or other travel documentation.

4.10 Off-stage and Feature Matches.

- (a) Certain Tournaments may require players to play matches while not being on stage during the broadcast. These matches are called off-stage matches. The schedule of off-stage and on-stage matches is at the sole discretion of Blizzard. Players may not request on-stage- or off-stage matches. Off-stage matches may still be recorded and may be aired either in the future or during the broadcast at Blizzard's or a third party Tournament organizer's sole discretion.
- (b) Some tournaments require players to play matches before a an audience via broadcast or otherwise ("Feature Matches"). These matches are selected at the discretion of the tournament organizer. Except for in extenuating circumstances and at tournament organizer's sole discretion, players may not opt out of a Feature Match.

5. TOURNAMENT MECHANICS

5.1 General.

- (a) This section covers general Tournament mechanics that are applicable to all Hearthstone Tournaments. If individual Tournament mechanics differ from the specific mechanics outlines in this document, they will be outlined in the Tournament specific rules and will take precedence over these rules.

5.2 Card Collections.

- (a) Each player must use Hearthstone card decks that the player has created (using cards that the player has collected) on the designated regional Battle.net game server where a Tournament is played. Card decks created on Battle.net game servers outside of a Tournament's designated regional Battle.net server are not eligible for play in such Tournament.
- (b) In certain Tournaments, Blizzard may provide competitors with special accounts with unlocked card collections for the purposes of Tournament play ("Tournament Play Accounts"). All Tournament Play Accounts will be provided in Blizzard's sole discretion. Players are required to use Tournament Play Accounts for Tournament competition if provided by Blizzard. In such cases, Blizzard will attempt, but is under no obligation, to communicate to players when Tournament Play Accounts will be mandatory prior to the applicable Tournament.

5.3 Formats.

- (a) Blizzard supports multiple Tournament formats for competitive matches with Specialist being the most common format. Other Tournament formats will be described in the program specific Tournament rules.

5.4 Best of X game matches.

- (a) Most competitive Hearthstone matches use a best of “X” number of games. The most typical format is a best of 3 games. A player wins a best of X match when they accumulate more than half of all possible game wins in that match. Individual program rules will describe the match formats for individual Tournaments.

5.5 Specialist.

- (a) The Specialist format follows these rules:
 - i. Players submit three decks from the same class.
 - ii. Players designate one deck as a primary deck, then designate the other two decks as secondary and tertiary.
- (b) Secondary and tertiary decks may have up to 5 cards different from the primary deck. For the purposes of this modification, two duplicate cards in the primary deck lists counts as two cards.
- (c) Players must play game one of each match with their primary deck.
- (d) At the beginning of game two and on, players may decide to keep playing their primary deck, or switch to one of their secondary or tertiary decks.
- (e) Deck decisions for game two and on are performed at the start of each game simultaneously and in secret from the opposing player (e.g., “in the blind”).

5.6 Conquest.

- (a) Conquest format follows these rules:
 - i. Each player must submit deck lists from unique classes prior to the Tournament. The number of decks a player must submit is governed by the number of games in the match

structure and the presence or absence of a deck ban in the Tournament format. For example, for a best of 5 Tournament format with a ban, players must submit 4 decks.

- ii. A player must win one game with each of their unbanned decks to win the match.
- iii. When a player wins a game, the deck used by the winning player cannot be used for the remainder of the match.
- iv. The losing player can keep the same deck used or switch to a different deck of their choice.
- v. Players will be told what classes their opponent has available, but they won't know which class is picked until both players have picked.

5.7 Last Hero Standing.

(a) Last Hero Standing format follows these rules:

- i. Each player must submit deck lists from unique classes prior to the Tournament. The number of decks a player must submit is governed by the number of games in the match structure and the presence or absence of a deck ban in the Tournament format. For example, for a best of 5 Tournament format with a ban, players must submit 4 decks.
- ii. Players must defeat each of their opponent's unbanned decks to win the match
- iii. When a player wins a game, the deck used by the losing player cannot be used for the remainder of the match.
- iv. The winning player must continue playing with the winning deck. The losing player must switch to a different deck of their choice.
- v. Players will be told what classes their opponent has available, but they won't know which class is picked until both players have picked.

5.8 Bans and Picks.

(a) For Tournament formats that require players to ban opponents' decks or to pick their deck prior to the start of a match, the following rules will be used:

- i. At the outset of the match, both players will ban one class (i.e., identify a class that his/her opponent will not be permitted to play that match). Both players will know their opponents' chosen classes before banning. Both players will individually and in secret communicate their bans to the Tournament administrator in charge of their match at the same time "blind" (i.e., without knowing which class the other player banned). The player who is communicating their ban first must take care to ensure that their opponent does not hear, see, or otherwise gain knowledge of their ban selection. Each player has up to 2 minutes to select their ban.
- ii. Once both players have communicated their ban selections to the Tournament official responsible for the bans and picks. The Tournament official will then inform both players of the ban selections for the match.
- iii. Once both players know the bans for the match, each player has up to 3 minutes to select their first deck pick. Both players must individually and in secret communicate to the Tournament admin their picks. The player who is communicating their pick first must take care to ensure that their opponent does not hear, see, or otherwise gain knowledge of their pick.
- iv. In Tournaments using an online Tournament platform that supports the deck ban and pick process, players must input their deck bans and picks directly into the platform and may not be required to communicate ban and pick selections to Tournament officials.
- v. Following game one, players may make their next deck selection within the game client, and if required, should communicate the selection to the Tournament officials.

5.9 Deck Lists.

- (a) Players must submit deck lists to Tournament officials within the timeframe outlined in the Tournament specific rules. When submitting deck lists, players must provide the Tournament officials with deck list codes through the method outlined in the Tournament specific rules. A screenshot of a deck is not a valid method to submit a deck list.
- (b) In the event of a dispute, the deck list code is the official record of the player's deck.
- (c) Some Tournaments will provide deck lists to registered players ahead of the start of the Tournament. In such cases, all players must have access to the deck lists at the same time.

5.10 Written Notes and Deck Tracking Software.

- (a) Players may make handwritten notes on a blank piece of paper while competing in live and online Tournament matches. Players may not bring outside notes to the match. Tournament organizers reserve the right to impose additional requirements on note taking at their sole discretion. Additional restrictions may include, but are not limited to, requiring that all player notes be taken using materials provided by the Tournament organizer. All players must allow any Tournament official to inspect their note-taking materials and written notes upon request.
- (b) Players may, at their sole risk and responsibility, use deck tracking software applications during online Tournament matches subject to the requirements described in this Handbook (“Deck Tracker(s)”). A Deck Tracker may be used by a player during an online Tournament match so long as all of the following requirements are met:
 - i. The Tournament’s specific rules do not prohibit Deck Trackers.
 - ii. Use of the Deck Tracker complies with all of the terms of this Handbook.
 - iii. Use of the Deck Tracker complies with all of Blizzard’s Website Terms, which include but are not limited to the Blizzard End User License Agreement.
 - iv. The Deck Tracker only provides information to the player that could otherwise be obtained from the player’s perspective via observation of the unaugmented Hearthstone game interface.
- (c) Failure to adhere to all of the Deck Tracking requirements above may result in disciplinary action.

5.11 Spectators.

- (a) Players may not allow others to spectate their match using the Hearthstone game client during Tournament play, and must actively kick all unauthorized spectators from the game. Official Tournament organizer accounts, typically used for broadcasting tournament matches or to observe a certain category of games are exceptions to this rule. Organizers will provide a list of official spectator accounts to players at the start of a Tournament.

5.12 Game Ties.

- (a) 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 a 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 maximum 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 3 match, game 3 ends in this way), then there are two possible outcomes:
 - i. If both players were at a positive hero health at the end of the game, the player with the higher combined total of hero health and armor is the winner of that game.
 - ii. Otherwise, if both players are at a negative hero health at the end of the game, the game must be replayed.

5.13 Hardware and Software Failures.

- (a) During a Bring-Your-Own-Device Tournament (a “BYOD Tournament”), players are responsible for maintaining the hardware and software associated with the device that they use to compete. During the course of the game, if a player experiences a hardware failure that causes them to disconnect from the game, experience a game crash or a freeze, experience a game stopping bug in the Hearthstone game client, or otherwise renders the player unable to continue playing the game, they will be subject to the game or match disconnection rules as outlined in Section 7.7 below.
- (b) Players who experience any client-side graphical freeze which renders the player unable to continue playing the game may attempt to reconnect to the game. No consideration will be provided for any time or game turns skipped within such game. Games experiencing client-side graphical freezes are not subject to a restart, or considerations of the board state to determine a winner.

5.14 Banned Cards List.

- (a) Certain cards in Hearthstone are banned from Tournaments and may not be registered for or played during a Tournament. Players can find the most current list of banned cards here: blizz.ly/HSrules.

6. PLAYER CONDUCT

6.1 Behavior.

- (a) Players must at all times observe the highest standards of personal integrity and good sportsmanship. Players are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament organizers, members of the administration team, the media, sponsors, and fans.
- (b) Players may not use obscene gestures or profanity in their Battle Tags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the Tournament and includes abbreviations and/or obscure references.
- (c) Players are expected to settle their differences in a respectful manner 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 and may not break Tournament or Player Handbook rules or omit information from tournament officials in order to gain an advantage. Any form of cheating will not be tolerated. Specific Cheating infractions are covered in Section 7.11, under Tournament infraction and penalties.

6.3 Illegal and Unethical Conduct.

- (a) Players are required to observe all laws applicable to their participation in all points of all Tournaments, 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.
- (b) A player may not, during any Tournament, 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, the player community, Hearthstone, or any 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 a Tournament and Tournament events are prohibited from engaging harassment or discrimination based on race, color, religion, gender, national origin, age, disability, sexual orientation or any other status or characteristic protected by law.

6.5 Gambling.

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

6.6 Alcohol and Drugs.

- (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 Tournament event.
- (b) The use, possession, distribution, or sale of illegal drugs, or being under the influence of drugs or alcohol, is strictly prohibited while a player is engaged in Tournament 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 have the right to express their opinions in a professional and sporting manner. Tournament disputes or player violation reports must be reviewed by the Tournament 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 Hearthstone 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 Tournament schedule.
- (b) Players have the right to participate in non-official autograph signings, photo sessions, and interviews that do not conflict with the official Tournament schedule.

6.9 Software Bugs and Exploits.

- (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 Tournament. Blizzard, at its sole discretion, will determine bugs and exploits.
- (b) Blizzard, at its sole discretion, may communicate to players a list of known bugs and the administrative outcomes of encountering such bugs in the game. These administrative outcomes may be an exception to the general bug or exploits policy.

6.10 Hardware.

- (a) For BYOD Tournaments, players must follow rules outlined by the Tournament organizer regarding the specific equipment type that is allowed for the Tournament.
- (b) Tournaments that provide equipment to competitors follow these general rules. Unless explicitly authorized by a Tournament official, players are prohibited from adjusting any computer settings outside the settings of the game client. Players may not bring their own

electronic storage devices or peripherals to such Tournaments, and are prohibited from attaching any electronic storage devices or peripherals to devices provided by the Tournament organizer, including but are not limited to keyboards, mice, and headphones.

- (c) At the request of Tournament officials for certain Tournaments, players must surrender to a Tournament administrator personal equipment including devices that may offer two way communication capabilities such as cell phones, tablet devices, or smart watches while a game or a match is played. All personal equipment must be in an enclosed bag.

6.11 Restricted Sponsorships.

- (a) Blizzard wants players to be successful in their efforts to build their own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the Tournaments, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in any Tournament or Tournament-related event:
 - i. Pornography (or materials that Blizzard or the Tournament organizer determines are the equivalent of pornography);
 - ii. Materials related to gambling, lotteries, any illegal activities, websites that offer gambling, or any other service or product that abets, assists or promotes gambling;
 - iii. Alcohol;
 - iv. Tobacco, cigarettes, or vaping products;
 - v. Firearms;
 - vi. Anything defamatory, obscene, profane, vulgar, repulsive, offensive, or anything that describes or depicts any internal bodily functions, symptomatic results of internal conditions, or refers to things that a reasonable person might consider socially unacceptable;
 - vii. Anything containing a trademark, copyrighted material or some other element of intellectual property that's used without the owner's consent or might subject the Tournament organizer and his affiliates to claims of infringement, misappropriation, or other forms of unfair competition;

- viii. Any person or entity that offers products or services that Blizzard determines are detrimental to Hearthstone, the Tournament or Blizzard's business, or that give one player an unfair advantage over another player, including but not limited to hacking, gold selling services, account sellers and key sellers; and/or
 - ix. Anything that disparages an opposing team or player or any other person, entity or product.
- (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 Tournament, Tournament events and Hearthstone. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Players participating in the Tournament and/or Tournament events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

7. PLAYER INFRACTIONS AND PENALTIES

7.1 Penalty List and Disciplinary Action.

- (a) In order to preserve the integrity of the Tournament and Blizzard's reputation for open and fair competition, Blizzard reserves the right to monitor compliance with the terms of this Handbook and impose sanctions for violations. This section covers some of the penalties that Tournament officials have at their disposal for rule infractions.
- (b) When Tournament organizers observe infractions in Tournaments, they will address the infraction with the player, advise them on the penalty for the infraction, and advise the player on the consequences of continuing with similar infractions.
 - i. Warning. A warning is an official recorded notice to a player for a minor Tournament infraction.
 - ii. Game Loss. A game loss is a forced automatic loss for a single game of Hearthstone. A game loss penalty should be applied towards the current game in progress. If there is no currently in-progress game, then the penalty is applied towards the next game. Players receiving the game loss penalty may continue their match, unless the game loss penalty resulted in the number of necessary wins for the opponent and ended the match. In formats where players are required to make decisions on subsequent deck selections a game loss penalty has additional rules and considerations.

- In the Specialist format, if one or both players received a game loss prior to start of game one, players must continue to play their primary decks in the subsequent game.
 - For Conquest Tournament formats the player who received the loss chooses what class is eliminated from the other player's lineup.
 - For Last Hero Standing Tournament formats, the player who received the game loss will choose what class is eliminated from their lineup.
- iii. 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.
- iv. Disqualification. A disqualification from the Tournament is a result of the most egregious infractions for players in the Tournament. A player disqualified from the Tournament forfeits any prizes.
- (c) 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.
- (d) Players must bring Tournament infractions to the attention of Tournament officials and may not waive penalties on behalf of their opponents.
- (e) The above penalties do not carry over from one Tournament to the next Tournament.

7.2 Failure to Submit Deck List.

- (a) This infraction occurs when a player fails to properly submit a deck list or multiple deck lists to the Tournament organizer prior to the deck list submission cut off 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.
- (b) The initial penalty for this infraction is a game loss applied towards the first game of the Tournament.

7.3 Deck List Mismatch.

- (a) This infraction occurs when a player enters a game with a deck that does not match the deck list the player submitted.
- (b) The initial penalty for this infraction is a game loss.

7.4 Wrong Deck Selection.

- (a) This infraction occurs when a player incorrectly selects a deck during the match. This infraction can occur at the start of the match after the player has communicated their first deck selection to the Tournament officials, or if the player incorrectly selects a banned or eliminated deck in subsequent games, or for the Specialist format the player chooses a secondary or tertiary deck during game one.
- (b) The initial penalty for this infraction is a game loss.

7.5 Match tardiness.

- (a) Match tardiness occurs when a player fails to arrive for their match on time. For online Tournaments, this infraction may also occur when at the start of the match, a player fails to be present in all Tournament official communication channels.
- (b) The initial penalty for this infraction is a warning, which may be upgraded to a match loss after 10 minutes after the official match start time. In addition to the penalty, Tournament officials will drop the offending player from the Tournament unless the player otherwise communicates to Tournament officials their desire to remain enrolled in the Tournament before the end of the current round.

7.6 Failure to check in on time.

- (a) This infraction occurs when a player fails to check in on time for a Tournament that requires that players check-in ahead of Tournament start time. Players may be required to arrive for player briefing and press obligations on time. Failure to arrive on time disrupts Tournament operations. At a physical Tournament, Players must be physically present to check-in. Notifying a tournament organizer that you intend to arrive late does not remove the penalty.
- (b) For tournaments without a registration waitlist, players who fail to check-in before the cutoff time will get an initial Game Loss penalty for their first round. Prior to pairing round one, tournament officials may drop players from the tournament who failed to check in. If a player checks in any time after they have been dropped and round one is paired, they may be added

back into the tournament at the tournament officials discretion. Players re-added to the tournament in this way receive match losses for every round they missed.

- (c) For tournaments with a registration waitlist, players who fail to check-in before the cutoff time will get dropped from the tournament, and if applicable, their tournament spot is filled by a player on the waitlist.

7.7 Match and Game Disconnects.

- (a) This infraction occurs when a player disconnects from a match or a game. A match is considered to have started when both players enter the match lobby. A game is considered to have started when the starting hands are provided to players by the Hearthstone game client.
- (b) After the match started, if a player leaves the match lobby, or cancels the “game challenge,” or leaves the Hearthstone game client for any reason, or are unable to continue for any reason, they are considered to have disconnected from the match.
- (c) For Tournaments where deck lists are public for players, or for Tournaments where deck lists are not public for players, but tournament officials are monitoring each match, the penalty for a match disconnect infraction is a warning. In addition to the infraction, it is also appropriate for the players to restart the match.
- (d) For Tournaments where deck lists are not public for players, the penalty for a match disconnect infraction is a game loss.
- (e) After the game have started, if player disconnects or otherwise closes the game client, or are unable to continue for any reason, including game stopping bugs within the Hearthstone 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.
- (f) Game disconnect infractions do not have penalties in two cases:
 - i. Live Tournaments where Blizzard controls both the Tournament computers and the internet connection (for example World Championship); or
 - ii. when an entire Tournament network goes down at the Tournament venue.
- (g) All other cases follow the following rules and penalties:

- i. If a player disconnects and is absent between 0 minutes, 1 second and 4 minutes, 59 seconds, they receive a warning penalty.
 - ii. If a player disconnects and is absent between 5 minutes, 0 seconds and 9 minutes, 59 seconds, they receive a game loss penalty.
 - iii. If a player disconnects and is absent for 10 minutes or longer, they receive a match loss penalty. In addition, the player will be dropped from the Tournament, unless they specifically contact the Tournament officials with a request to stay in the Tournament.
- (h) Upgrading a penalty for a game disconnect infraction is different from the standard upgrade path. The penalty is never upgraded beyond a game loss penalty for subsequent infractions during the Tournament.

7.8 Failure to Ban or Pick.

- (a) This infraction occurs when a player exceeds his or her allotted time to communicate a ban or a pick to the Tournament platform or to the Tournament official responsible for the bans and picks. Players may not overly delay the Tournament with their decisions. Players have up to 5 minutes to make their deck selection between games.
- (b) The initial penalty for this infraction is a warning.

7.9 Failure to follow Tournament announcements.

- (a) This infraction occurs when a player fails to follow general Tournament announcements, or fails to read Tournament materials available to them prior to the start of the Tournament.
- (b) The initial penalty for this infraction is a warning.

7.10 Failure to follow Tournament official's specific instructions.

- (a) This infraction occurs when a player fails to follow instructions from a Tournament official aimed specifically at that player, typically as a result of a corrective or advisory action the Tournament official took against the player. Tournament officials have the expectation that players follow their instructions the first time. Repeating Tournament instruction to individual players unnecessarily delays the Tournament and distracts officials from running the Tournament.
- (b) The initial penalty for this infraction is a game loss.

7.11 Cheating.

- (a) Players must compete to the best of their ability at all times and may not break Tournament or Player Handbook rules or omit information from tournament officials in order to try to or gain an advantage. Any form of cheating will not be tolerated. Cheating includes, but is not limited to:
- i. Stream sniping or ghosting, or any general attempt by a player to spectate his or her own match or get information from another person spectating the match.
 - ii. Providing or seeking match advice from another person during a match. Team tournaments that explicitly allow team communication are an exception to this rule. Press obligations are also an exception to this rule.
 - iii. Any attempt to modify the Hearthstone client, play on an unofficial Hearthstone client, or play with software or hardware that grants extra information not normally provided by the game client. Players may be required to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Some third party software programs are not considered cheating. They include:
 - VOIP solutions such as Discord or Skype;
 - Keyboard or other equipment drivers and software;
 - For online Tournaments only, Deck Trackers which meet all of the requirements described in Section 5.9(b); and
 - Any third party software specifically installed by the Tournament organizers to facilitate Tournament play.
 - iv. Impersonating another player in a Tournament, playing under a false name, allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in Hearthstone or any other Blizzard game.
 - v. Attempts to damage or alter equipment to trigger a delay of the Tournament or gain any other advantage.
 - vi. Exploiting or intentionally using any in-game bug to seek an advantage.

- vii. Influencing or manipulating a Tournament game or match so that the outcome is determined by anything other than its merits.
 - viii. Collusion, match fixing, or any other action to intentionally alter, or attempt to alter, the results of any game or match, including losing a game or match with another player in order to advance one or the other's rank or standing.
 - ix. Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means.
 - x. Lying to or omitting information from Tournament officials.
- (b) If a player is asked to bet on, or "fix," any Tournament game or match, the player must immediately report this contact to Blizzard using the following email address: HearthstoneAdmin@blizzard.com.
- (c) The penalty for this infraction is a disqualification from the Tournament without prizes. In addition, the Tournament organizers will report cheating incidents to Blizzard. Blizzard at its sole discretion may conduct its own investigation and may issue additional sanctions against the player or players involved, including Blizzard account suspensions or suspensions from future Tournaments.

7.12 Unsporting Conduct.

- (a) This infraction occurs when a player exhibits behavior that a Tournament organizer considers unacceptable during the normal operation of the Tournament. Unsporting conduct is disruptive to the Tournament and may negatively affect the safety, competitiveness, enjoyment, image, or integrity of a Tournament. Unsporting conduct has two sub categories outlined below:
- i. **Minor.** Players have the right to a safe and enjoyable Tournament experience. This infraction occurs when a player does something disruptive to the Tournament or its participants. Examples include, but not limited to:
 - Excessive swearing or profanity;
 - Demanding that an opponent receives a penalty after a Tournament official made it clear that he or she has issued his or her ruling;
 - Throwing trash on the floor or otherwise littering at a venue.

- ii. The initial penalty for this infraction is a warning.
- iii. **Major.** This infraction covers a large category of behaviors that do not fall under the definition of minor unsporting conduct. Examples include, but are not limited to:
 - Intentionally breaking Tournament equipment issued by the organizer;
 - Defacing the Tournament venue;
 - Threatening a Tournament official or another player;
 - Violence toward any Tournament participant, official or spectator;
 - Theft.
- iv. The penalty for this infraction is a disqualification from the Tournament without prizes. In addition, the Tournament organizers will report unsporting conduct incidents to Blizzard. Blizzard at its sole discretion may conduct its own investigation and may issue additional sanctions against the player or players involved, including Blizzard account suspensions or suspensions from future Tournaments.

7.13 Win Trading on Ladder.

- (a) “Win trading” during ranked ladder matches within the Hearthstone game client, while not necessarily attached to a specific Tournament, is disruptive to the competitive integrity of the game and is a violation of the Blizzard End User License Agreement. Players found to have engaged in “win trading” activity during ladder matches will receive penalties up to and including suspension from competitive Tournament play indefinitely, as determined in Blizzard’s sole discretion. “Win trading” activity includes, but is not limited to: intentionally losing matches in the Hearthstone ranked play mode, and knowingly receiving match wins from intentionally lost matches in the Hearthstone ranked play mode.

7.14 Penalty Investigations Process.

- (a) Players who observe, or learn about activities which may be in violation of the above rules that carry a disqualification penalty (for example, cheating or unsporting conduct), may bring forward this information to Blizzard after the event, by contacting HearthstoneAdmin@blizzard.com.

- (b) Tournament organizers who disqualify a player from their Tournament are required to provide this information to Blizzard after the event, by contacting HearthstoneAdmin@blizzard.com.
- (c) Reports should include the names and Battletags of player(s) involved (if known), contact information for the person making the report, a summary of the events in question, as well as any supporting materials that would help the investigation.
- (d) Blizzard takes allegations of misconduct seriously and investigates disqualifications or activity that may constitute cheating or unsporting conduct. In addition to Tournament penalties outlined in this Handbook, Blizzard may, but is not obligated to, impose additional sanctions against offending players who commit misconduct in ladder matches within the Hearthstone game client, in Tournaments, prior to or after Tournaments, or in connection with Tournament-related events. Punishments may include, but are not limited to the following:
 - i. Suspend the player from participating in any future Hearthstone Tournaments and events by adding the player to a public list of suspended players.
 - ii. Revoke all or any part of the points and prizes previously awarded to the player.
 - iii. Terminate all licenses granted to the player for Blizzard titles, including Hearthstone; and/or terminate all Battle.net accounts that are held by the player.
- (e) All of Blizzard's determinations with regards to disciplinary action shall be binding and may not be appealed in any way. If a player's disqualification status or other eligibility requirement is in question, Blizzard reserves the right to exclude such player from participating in any Tournament.
- (f) 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 the terms of this Handbook or applicable law is, itself, a violation of the terms in this Handbook.
- (g) Following the investigation, players are notified by the Blizzard Hearthstone Esports team via email of the outcome of the investigation and any penalties surrounding the incident. This email letter advises the players if they are allowed to continue to participate in Hearthstone Tournament play.
- (h) Players suspended from Hearthstone Tournament play are listed at blizz.ly/suspended.

7.15 Consent to Public Discipline.

- (a) Blizzard shall have the right to publish public declarations (via the internet, social media, or otherwise) about player disciplinary action, which may include details such as the disciplined player's real name, BattleTag, infraction committed, and punishment received. You agree to waive any right of legal action against the Blizzard Group which arises from any public declaration about disciplinary action in connection with any Tournament or the Hearthstone game.

8. RESOLUTION OF DISPUTES

8.1 Applicability.

- (a) This Section applies to and governs any Dispute that arises out of or relates to any Tournament, a Tournament-related event, Tournament specific rules, this Handbook, or the breach thereof.

8.2 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 8.6 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., 1 Blizzard Way, Irvine, CA 92618, Attn.: General Counsel.

8.3 Binding Arbitration.

- (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 8.6 below apply. Any election to arbitrate by one party shall be final and binding on the other.
- (b) YOU SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND BLIZZARD EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.

- (c) The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>). If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator has authority to decide all issues of arbitrability, including where a party raises as a defense to arbitration that the claims in question are subject to one or more exceptions to negotiations and arbitration in Section 8.6 below.
- (d) Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or 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.

8.4 Arbitration Procedures.

- (a) The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The decision of the arbitrator shall be final and binding on you and 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.

8.5 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 8.

- i. 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.
- ii. 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.

8.6 Location of Arbitration.

- (a) If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.
- (b) For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America.
- (c) Any Dispute not subject to arbitration shall be decided by solely a court of competent jurisdiction within the County of Orange, State of California, United States of America, and you and 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.
- (e) 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.

8.7 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 from Tournament competition 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.

9. LIMITATIONS OF LIABILITY AND DISCLAIMERS

9.1 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 THE TERMS OF THIS HANDBOOK 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.

9.2 Disclaimers.

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

9.3 Changes to Your Battle.net Account.

- (a) In accordance with the Blizzard End User License Agreement and without limiting Blizzard’s rights therein, Blizzard retains the right to modify or delete content, data, digital cards, accounts, statistics, user profiles, and any information created, stored, processed or uploaded to your Battle.net Account at any time and for any reason at its sole discretion.

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

10. USE OF YOUR BRAND AND PERSONAL DATA

10.1 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, Hearthstone, 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 any Tournament or Tournament-related content (including any games, matches or other competitions that are part of the Hearthstone competitive ecosystem), and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including Hearthstone and the Hearthstone competitive ecosystem.

10.2 Advertising Materials.

- (a) The grant of rights and licenses in Section 10.1 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:
- i. Websites of Blizzard and its streaming and broadcast partners;
 - ii. Social media postings;
 - iii. Print and online advertising and content;
 - iv. Post-produced video content;

- v. Network, cable and local television and radio;
 - vi. Newspaper and magazine advertising and content;
 - vii. Online advertising and content, including banners, leaderboards and skyscrapers;
 - viii. Outdoor and indoor billboards, posters, signs and displays;
 - ix. Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; and
 - x. Press releases, newsletters and e-alerts.
- (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 shall require 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 this Handbook.

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

- (a) As between you and Blizzard, you are the sole owner of Your Brand Materials. As between you and Blizzard, Blizzard shall be the sole owner of all of the following:
- i. Advertising Materials (but not Your Brand Materials that are incorporated into or used in the Advertising Materials);
 - ii. 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);
 - iii. Suggestions, comments and other feedback that you may provide to Blizzard relating in any way to Hearthstone, Tournaments, Tournament-related events, or the business of Blizzard and all improvements or enhancements to Hearthstone, Tournaments, or Tournament-related events and the business of Blizzard resulting therefrom;

- iv. Data and statistics relating to your play of Hearthstone during the Tournaments, and all feeds and data streams of such data and statistics; and
 - v. Intellectual property rights in each of the foregoing.
- (b) 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 foregoing items.

10.4 Collection of Personal Data.

- (a) Blizzard and Tournament organizers collect the information necessary to operate the Tournaments at the time that you register 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 Tournaments.
- (b) Blizzard will collect, store, and use information collected in connection with the Tournament and any events surrounding the Tournament (including information collected at live events) in accordance with Blizzard's Online Privacy Policy.

11. GENERAL TERMS AND CONDITIONS

11.1 Blizzard Copyrights and Trademarks.

- (a) This Handbook, and all accompanying materials at Blizzard Tournaments are copyright © 2019 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in this Handbook, or your participation in the Tournaments, grants to you, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

11.2 Changes to Hearthstone.

- (a) Blizzard reserves the right to patch, update, or improve Hearthstone at any time to fix bugs, change balance or add features or functionality as deemed appropriate by the Blizzard, in its sole discretion, without suspending or canceling Tournaments.
- (b) You agree that Blizzard will not be liable to you for any changes to Hearthstone or the terms of this Handbook.

11.3 Changes to the terms of this Handbook.

- (a) This Handbook contain the governing rules, policies, and procedures for Tournaments that are in effect at the time of their publication.
- (b) Blizzard reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux, to revise, modify, change, delete or add to the terms of this Handbook at any time, in its sole discretion, and to suspend, cancel or modify any Tournament or any player's participation in any Tournament should viruses, bugs, unauthorized human intervention, hacks, or other causes beyond Blizzard's control affect the administration, security, or proper play of such Tournament, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Blizzard, Blizzard reserves the right to limit the number of players in any Tournament.

11.4 Translations.

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

11.5 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 this Handbook shall be deemed or construed to create a partnership, joint venture or similar relationship or create fiduciary duties or responsibilities on the part of Blizzard or any other member of the Blizzard Group.

11.6 Communications.

- (a) We both agree that these the terms of this Handbook constitute a written agreement entered into between both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, this Handbook, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Battle.net Account.

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

12. 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.

“**Americas**” means the United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela.

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

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

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

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

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

“**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 a Tournament, a Tournament-related event, Tournament specific rules, this Handbook, or the breach thereof.

“**Europe**” means Austria, Belarus, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia,

Slovakia, Slovenia, South Africa, Spain, State of Qatar, Sweden, Switzerland, Tunisia, Turkey, Ukraine and the United Kingdom.

“Handbook” means the 2019 Hearthstone Tournament Player Handbook (i.e., the terms as set forth in this document).

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

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