



**Hearthstone® Collegiate Championship**  
**Fall 2019 Official Rules**  
**Version 1.0**  
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**Fall 2019 Official Rules**

## INTRODUCTION

These Hearthstone Collegiate Championship Fall 2019 Rules, including any updates, amendments or supplements thereto (the “Official Rules”) govern qualification and competitive play in the Hearthstone Collegiate Championship (the “Tournament”). These Official Rules apply to all Teams, Team Managers, Team Staff and Players (as defined herein and collectively referred to as (“Participants”) who participate in the Tournament or any event related to the Tournament. These Official Rules have been designed to ensure the integrity of all competition, protect the image and reputation of Tespa, and create a consistent and high-quality experience for members of the public that view Tespa events.

These Official Rules form a contract between Participants, on the one hand, and Tespa, Inc. (“Tespa”) and its affiliates who are engaged in operating the Tournament on the other hand. These Official Rules establish the general rules of tournament play, including rules governing use of Hearthstone (the “Game”) in the Tournament, player eligibility, tournament structure, points structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms. Each Participant is required to read, understand, and agree to these Official Rules before participating in the Tournament.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 12 AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, WHICH YOU SHOULD REVIEW CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES.

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

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

### 1. ACCEPTANCE OF OFFICIAL RULES

**1.1 Acceptance** Each Participant must agree to these Official Rules to participate in the Tournament. You may accept these Official Rules by any one of the following methods:

**1.A.** Registering to participate in the Tournament.

**1.B.** Participating in any match that is part of the Tournament.

**1.2 Changes to and Enforcement of these Rules.** The field of esports competitions is still relatively new and changing rapidly and these Official Rules will evolve in real time to keep pace

with those changes. Accordingly, subject to the approval of the Régie des alcools, des courses et des jeux, Tespa in its sole discretion (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide

instructions and guidance to Participants. Tespa's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Tespa's sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Tournament event in which the changed rules will apply. Participation in the Tournament will constitute acceptance of the changed rules. Changes to any terms regarding resolution of disputes will be governed by the provisions of the applicable section.

## **2. PLAYERS**

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

**1.A.** be in Good Standing with respect to any Game licenses or Game accounts registered in your name, with no non-disclosed violations of the Game's applicable End User License Agreement;

**1.A.1.** "Good standing" can be defined as being free of any suspensions, bans, or other incidents of account discipline lodged against any Blizzard Battle.Net account registered in your name by the publisher of the Game during the Tournament, or during the six (6) months period preceding the commencement of the Tournament;

**1.B.** be over the age of majority in your jurisdiction of residence;

**1.B.1.** If you are under the legal age of majority in your country of residence, but over the age of 13 (a "Minor"), you may still enter and be a Participant if you otherwise meet all of the eligibility criteria set forth herein and one of your parents or legal guardians read and agree to these Official Rules on your behalf;

**1.C.** be a legal resident, or a legal temporary resident, of the United States or Canada;

**1.D.** be currently enrolled, or planning to be enrolled, during the tournament period as a full-time or part-time student in an Eligible Institution.

**1.D.1.** An Eligible Institution is an institution of higher education that: a) grants associate, baccalaureate, master's or doctorate degrees; and (b) either is located in the United States and is accredited by an accreditor that is recognized by the Secretary of the U.S Department of Education or (ii) is located in Canada; and (c) has a physical campus location.

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

**1.F.** not be a director, officer, or employee of Tespa, the publisher of the Game, or any entity which controls, is controlled by, or is under common control with Tespa or the publisher of the Game;

**1.G.** have registered an account with Tespa compete at <https://compete.tespa.org/register> (at no cost to the registrant); and **1.H.**

agree to be bound by these Official Rules.

**2.2 Verification of Eligibility.** Eligible Participants must first log into <https://compete.tespa.org/login>, then complete their entry form located at <https://compete.tespa.org>. Eligible Participants must fill out all required portions of the entry form to be eligible for consideration. Eligible Participants will be required to verify that they meet the eligibility requirements for the Tournament. Every member of a Team who plays in the Tournament may be required to provide proof of enrollment; otherwise the Team is ineligible to win a prize in this Tournament. In the event of a dispute as to the identity of the eligible Participant, entries will be declared made by the authorized account holder of the Game account submitted at time of entry. Tespa reserves the right to verify an eligible Participant's information, or any other facet of an eligible Participant's entry if further investigation is deemed necessary. Limit one (1) entry per Participant.

**2.3 Disclaimer.** Tespa will not be responsible for (a) any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Tespa (although the Tespa will take reasonable precautions to ensure reasonable safety); or (d) any printing or typographical errors in any materials associated with the Tournament. Additionally, in accordance with the Game's End User License Agreement and without limiting the Game publisher's rights therein, the Game publisher retains the right to modify or delete content, data, accounts, statistics, user profiles, and any information created, accumulated, stored or uploaded to the Game or any account at any time and for any reason at its sole discretion. **Tespa is not responsible for any incorrect or inaccurate information, whether caused by participants in the Tournament or users of the Game, or by any of the equipment or programming associated with the Tournament, or by any technical or human error, which may occur in the processing of registrations or entries into the Tournament, or otherwise in connection with the Tournament including, without limitation, any technical limitation or other event that results in the disqualification or loss of ranking status of any participant in the Tournament.**

**2.4 Player and Team Names.** Players must use an acceptable username in all Tournament competition. Players may use BattleTags or handles during the Tournament. Tournament Administration reserves the right to revoke the eligibility of any Participant whose BattleTag, handle, username or team name is considered by Tournament Administration to be offensive, toxic, or incorporates any third-party intellectual property. Player and team name requirements include, but are not limited to:

**4.A.** Names may not include a sponsor name.

**4.B.** Names may not include a product name or description.

**4.C.** Names may not include any words that are purely commercial.

**4.D.** Names may not impersonate a Tournament Administrator.

**4.E.** Names must comply with these Official Rules.

Tespa reserves the right to require that a Player or Team changed their name for any reason or no reason without notice.

### 3. TEAMS

**3.1 Tournament Teams.** A “Team” will consist of three (3) Players who attend the same school and an optional Team Manager from the same school (who may not be one of the players on the team and may not participate in gameplay).

**3.2 Team Management.** Each Team must have a single individual designated as Team Captain. Each Team may have a single individual designated as Team Manager.

**2.A. Team Manager.** The Team Manager will act as a Team’s primary contact for all roster changes, rule disputes, and other communication between Teams and Tournament Administration. The Team Manager may not participate as one of the Team’s Players at any point in the tournament period.

**2.B. Team Captain.** In the case that a team does not have a team manager, the team Captain will act as a Team’s primary contact for all roster changes, rule disputes, and other communication between Teams and Tournament Administration. The Team Captain can be used, in all purposes, as a player. This role may be handed to another player on the approval of the current team captain.

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

#### 3.4 Roster Requirements.

**4.A. Players.** Each Team shall designate three (3) starting Players. Players may not be on more than one team or roster.

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

**4.C. Roster Locking.** Throughout the tournament, rosters may have roster locking periods, where rosters will be unable to be altered prior to upcoming matches. After a roster lock begins, rosters may not be altered. All roster changes must be submitted and accepted before this deadline. Tournament Administration may overrule this in unforeseen circumstances.

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

#### 5.A. Full Name

**5.B. Player Battle.net Account BattleTag** – Example: Krusher99#9999 (This is case sensitive). If a Player makes a change to his or her Battletag, the change must be done prior to a roster lock.

#### 5.C. Player School

## 5.D. Player Email

**5.E. Other** – For reasons including, but not limited to: press, broadcast, and live events, Tespa may request information other than what is outlined above, including but not limited to: Player Photos, game statistics, and more.

## 4. TOURNAMENT STRUCTURE

### 4.1 Tournament Format

#### 1.A. Open Division

**1.A.1. Regular Season.** Teams will be randomly seeded into a standard Swisspairing style (“Swiss”) tournament by preset regional groups, where they will compete over the internet for 7 rounds of Swiss pairings. All matches inside the current round must be completed at which point all new pairings for the upcoming round will be made based on the results of the previous round. These pairings will be based on the Swiss record of the players throughout the Regular Season. Starting with the teams with the best record, teams are randomly paired against other teams with the same record that they have not played previously in the tournament. If there are no teams left with the same record, the remaining team will be paired against a random team with another record. This process continues until there are no matches able to be created. Any remaining team receives a Bye.

The top 32 teams based on Swiss record from each Region after the Swiss Regular Season phase will advance to Regional Playoffs. Any teams with the same match record will be ranked according to three sequential tie breakers titled “A,” “B,” and “C”:

**1.A.1.I. Tiebreaker A.** Tiebreaker “A” is the highest priority and will be decided by which team has beaten the strongest opponents. In the event that teams are tied with the same amount of match wins at the end of the season, the team with the stronger opponents will be seeded higher. This is calculated with the win/loss of all a team’s opponents for that phase and add them together (“A score”). No opponent may contribute less than a 3 to a team’s score.

**1.A.1.II. Tiebreaker B.** In the event that any scores from Tiebreaker A are also tied, the team with the stronger opponents will be seeded higher. This is calculated with the cumulative A Score of all a team’s opponents (“B score”).

**1.A.1.III. Tiebreaker C.** If both “A” and “B” methods result in a tie, the team that received their first loss later in the tournament will be seeded higher.

**1.B. Regional Playoffs.** The top 32 teams from each region after the Regular Season will be seeded by performance into a double elimination bracket. The top 4 teams from each region will advance to the Championship Bracket.

**1.C. Championship Bracket Week 1.** The 4 teams from each region that advance from Regional Playoffs will be seeded into dual elimination brackets by performance, each containing 4 teams, each from different Regional groups, seeded by performance. The top 2 teams from each group after the first dual elimination stage will advance to Championship Bracket Week 2.

**1.D. Championship Bracket Week 2.** Each team with a 2-0 record from each dual elimination bracket will be paired against a team with a 2-1 record from different dual elimination bracket in one of two dual elimination groups. The top 2 teams from each group will advance to finals.

**1.E. Finals.** The top 4 teams will be seeded into a single elimination bracket to determine the final standings of the top 4 teams. The Tournament's Finals is a single elimination, four (4) team bracket between the top teams determined in the phases described above. All Finals seeding determinations by Tespa are final. Finals will tentatively occur on December 14, 2019. Tespa, in its sole discretion, may require the teams who advance to the Tournament's Finals phase to travel to a designated location to compete on particular date(s). In such an event, Tespa will provide three (3) players on each of the four (4) qualifying teams with reasonable transportation and lodging arrangements as necessary in Tespa's sole discretion.

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

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

**2.B. Registration.** Registration for the Open Division of the Tournament shall commence on or about August 12, 2019, at approximately 11:00 a.m. Pacific Time and is expected to conclude on or about September 13, 2019 at approximately 11:59 p.m. Pacific Time.

**2.C. Tournament Dates.** The Tournament will take place between approximately September 16, 2019 to December 14, 2019.

**4.3 Rescheduling.** Matches that are not playoff matches or matches scheduled to be part of broadcast may be rescheduled to any time before the assigned match time. Teams must reach written confirmation agreeing to a rescheduled time that is understood by both teams and indicates a time zone. After a reschedule is agreed upon, Teams must reach another agreement in order to change back to the default time or to change the match time again. After the match, Teams are responsible for reporting their match records on Tespa Compete. Tournament Administration reserve the right to override and change a reschedule.

**4.4 Standings.** Standings will be updated by tournament administration on a weekly basis.

## 5. MATCH DETAILS

**5.1** All matches will be conducted using Blizzard Entertainment's *Hearthstone* game (the "Game").

**5.2 Match Format.** All matches will take place in best-of-5, Conquest and the Standard format for deckbuilding. A player wins a best-of-5 match when they accumulate 3 game wins in that match. For more information regarding Conquest rules, see the *Hearthstone Tournament Player Handbook* [here](#). Conquest format follows these rules:

**2.A.** Each team must submit deck lists from 4 unique classes prior to each match.

**2.B.** Each team will ban one of the 4 classes submitted by their opponents.

**2.C.** A team must win one game with each of the unbanned decks to win the match.

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

**2.E.** The losing team can continue to use the same deck or switch to a different deck of their choice between games.

**2.F.** Teams will know what classes their opponent has available, but they won't know which class is picked for an upcoming match until both players have picked.

**5.3 Game Ties.** When the game ends with both heroes exploding, the current game is considered a tie. This can happen as normal game play process, when for example a player plays a spell that creates lethal damage for both players, or when the internal game-turns timer hits the limit for the number of turns in a game. In the event of a tie, 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 in a best-of-5 match, and game 5 ends in this way, there are two possible outcomes:

**3.A.1.** If during the tied game, the game ends with both players at positive health, then the player with the higher combined total of health and armor is the winner of the game.

**3.A.2.** If during the tied game, the game ends with both players at negative health, then the game must be replayed.

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

**5.5 Reconnects.** If a team disconnects and is absent between:

**5.A.** 0 minutes, 1 second and 4 minutes, 59 seconds, they receive a warning penalty.

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

**5.C.** 10 minutes or longer they receive a match loss penalty.



**5.6 Results.** Competitors will be responsible for confirming and recording all game and match results on the Compete website. Teams are responsible for screenshotting match results for proof in case of disputes over results reporting. Tournament administration cannot guarantee the accuracy of past match results posted on Tespa Compete.

**5.7 Technical Issues.** Players are responsible for any of their own technical issues, including hardware, software, or internet issues.

**5.8 Streaming.** Players are allowed to stream their matches during the Tournament from their own perspective. Players streaming do so at their own risk. Tournament Administration may revoke players' right to stream at any time.

**5.9 Broadcast Obligation.** In certain phases of the Tournament, teams may be required at the discretion of Tournament Administration to participate in Tournament broadcast proceedings in order to continue participating in the Tournament. Teams that fail to comply with these requests or fail to follow broadcast protocol may be disqualified.

**5.10 No-Show.** This infraction occurs when a team fails to arrive for their match on time. For online Tournaments, this infraction may also occur when at the start of the match, a team fails to be present in all Tournament official channels such as Discord and do not start their match in a reasonable time as defined by the Tournament administration. The penalty for this infraction is a warning, which may be upgraded to a match loss 10 minutes after the official match start time.

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

## **6. COMMUNICATION**

**6.1 Match Creation.** Participating Teams are responsible for inviting the opposing team and creating match lobbies and matches prior to their match start time.

**6.2 Announcements.** Large announcements, general information, ruleset, and bracket can be found via [Compete.tespa.org](http://Compete.tespa.org), emails, and the official Tespa Compete Discord server, or other Tournament-specific Discord servers designated by Tournament administrators. These sources can serve as an information hub for teams.

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

## **7. CONDUCT**

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

- 1.A.** Participants may not use language or engage in conduct that is deemed by Tournament Administration to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, Players may not promote or incite hatred or discriminatory conduct. Participants may not use this type of language in connection with Tespa's competitions, on social media, or in any public events such as streaming.
- 1.B.** Participants shall treat all individuals watching or participating in a Tespa event with respect. Participants may not take any action or perform any gesture directed at another Participant, Tespa Admin, or any other party or incite others to do the same which is abusive, insulting, mocking, or disruptive. Players may not use obscene gestures or profanity in their account names, player handles, team names, game chat, lobby chat or live interviews. This includes abbreviations and/or obscure references.
- 1.C.** Participants may not offend the dignity or integrity of a country, private person or group of people through contemptuous or discriminatory words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion, financial status, birth or any other status, sexual orientation, or any other reason.
- 1.D.** Participants are expected to behave in a professional manner as determined by Tournament Administration. This includes being on time for all scheduled matches and ready to play. Participants must respond to requests from Tournament Administration in a timely manner.

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

- 2.A. Best Ability.** Participants must compete to the best of their ability at all times.
- 2.B. Betting and Gambling.** Participants may not, directly or indirectly, conduct, promote or benefit from any act of betting or gambling on or in connection with any matches.
- 2.C. Collusion.** Participants shall not conduct or promote any act of collusion. Collusion is any agreement among two or more Participants to disadvantage opposing Participants. This includes all types of bribery.
- 2.D. Match Fixing.** Participants shall not offer, conspire or attempt to influence the outcome of a match by any means other than competitive play.
- 2.E. Hacking.** Participants shall not conduct or promote any act of hacking or modifying the Game.
- 2.F. Cheating.** Cheating will not be tolerated. It is each Participant's responsibility to know and understand the rules as they exist during the Tournament period. Any

form of cheating will not be tolerated. If Tespa determines that a Player, Team Manager or any of their agents or other representatives is cheating or otherwise interfering with the Tournament, that individual will face penalties determined by Tournament Administration. Examples of cheating would include, without limitation:

- 2.F.1.** Actions to maliciously intentionally alter, or attempt to alter, the results of any match, including losing a match to advance one Team or another Team's position in the Tournament;
- 2.F.2.** Attempts to interfere with another person's connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and
- 2.F.3.** Playing or allowing another person to play on a Battle.net account registered in someone else's name.
- 2.F.4.** Teams may use the Battle.net accounts of players who are present at the time of their match.
- 2.F.5.** Withholding or omitting information from Tournament Administration or lying to Tournament Administration.
- 2.F.6.** Stream sniping, or any attempt by a team to spectate his or her own match in progress or get information from a third party spectating the match that the team would otherwise not have access to.

## 8. TOURNAMENT PRIZING

**8.1 Competition Prizing.** The three (3) eligible Participants registered as Players on the winning teams will receive the following prizes based on final Tournament placement, subject to the terms below:

<b>Final Tournament Placement</b>	<b>Prize Per Player</b>
1st	\$2,000 USD Scholarship Award and one (1) Invitation to compete in a future Hearthstone Masters Tour tournament to be determined by Tespa
2nd	\$1,200 USD Scholarship Award and one (1) Invitation to compete in a future Hearthstone Masters Tour tournament to be determined by Tespa
3rd-4th	\$700 USD Scholarship Award
5th-8th	\$325 USD Scholarship Award
9th-16th	40 Card Packs
All eligible teams that compete in Regional Playoff Tournament phase	One (1) In-Game Digital "Dalaran Flame" Card back

No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Tespa reserves the right to substitute a prize of equal or greater value for any prize.

Any prize won by an eligible Minor will be awarded in the name of a parent or legal guardian. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). STATE, LOCAL TAXES, INCLUDING TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All cash prizes will be paid in U.S. currency. Winners will be required to complete and submit to Tespa an IRS form W-8 or W9 (IRS W-8 BEN form in the case of Canadians) to receive a cash prize.

**8.2 Scholarship Prizing Terms.** Each "Scholarship Prize" above will pay for the recipient's future college "Tuition," up to the amount defined above, subject to the Scholarship limitations and requirements detailed below:

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

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

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

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

**2.E. Scholarship Prize Requirements.** In order to receive a scholarship prize:

**2.E.1.** Winners are required to provide Tespa or Tespa's designee, with their Blizzard Battle.net Account Username, residential address and phone number, student identification number, official transcript from current school, and contact and mailing information for Winner's academic institution financial aid office. No prizing will be disbursed until all required information is provided and the Winner is determined eligible. Once Winner has provided adequate proof of eligibility, Scholarship monies shall be paid each academic period upon receipt of the school's tuition invoice, until fully disbursed.

**2.E.2.** Winners must notify Tespa of any change in academic status, such as taking less than the required minimum of eight units (or its full time hourly or credit equivalent), taking a leave of absence, or withdrawing from their academic institution.

**2.E.3.** Winners must complete at least one semester of attendance and Scholarship disbursement before being eligible to suspend their semesters of Scholarship eligibility while on official leave of absence. Winners on official leave may suspend their semesters of Scholarship eligibility for a maximum of two semesters. Winners who do not notify Tespa of a leave of absence, or who fail to provide Tespa with evidence of university approval for the same, will lose semesters of Scholarship tenure equivalent to the time not enrolled. Without an approved leave of absence, Winners not enrolled for more than two consecutive semesters will have their Scholarship discontinued.

**2.E.4.** Winners must be enrolled full-time or part-time each semester according to the requirements of their chosen college, university or graduate school and must make satisfactory academic progress toward a baccalaureate or graduate degree by maintaining a minimum 2.500 cumulative GPA as evidenced by an official school transcript.

**8.3 Hearthstone Masters Tour Invitation Terms.** Hearthstone Masters Tour Invitations (“Tour Invitations”) are redeemable subject to all rules and eligibility requirements applicable to participation in Blizzard Entertainment’s Hearthstone Masters Tour. Players must be physically present at the dates and location of the respective Hearthstone Masters Tour event (“Tour”) in order to redeem a Tour Invitation. Tour Invitations will be forfeited if the player is not physically present on the registration date(s) and location of the respective Tour, or if the player is ineligible to compete in the Tour under the terms of the Tour’s official rules at the time of Tour registration. Players are responsible for any and all costs and expenses (including but not limited to travel, lodging, and visa costs) which may be necessary to redeem a Tour Invitation or participate in any Tour. All Tour dates and locations will be announced by Blizzard Entertainment at playhearthstone.com prior to the start of the respective Tour’s qualifying period.

## **9. DISCIPLINARY ACTION**

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

### **9.2 Assessment of Penalties**

**2.A.** Any violation of the Official Rules by one or more members of a Team will be subject to penalty. The nature and extent of penalties imposed will be determined by

Tournament Administration. All decisions of Tournament Administration regarding rules violations or other issues regarding the Tournament are final.

**2.B.** Penalties for rule violations will be assessed by Tournament Administration. These penalties will vary, some examples being warnings, game losses, to disqualification, in direct relation to the severity of the offense and the number of offenses committed previously by the same team.

## **10. LIMITATIONS OF LIABILITY AND GENERAL RELEASE**

**10.1** As a condition to being allowed to participate in the Tournament and to the greatest extent permitted by applicable laws and regulations, each Participant agrees to release and hold harmless Tespa and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

**10.2** IN NO EVENT WILL TESPA OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE OFFICIAL RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TESPA OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3** To the fullest extent permitted by applicable law, each Participant acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.

**10.4** Participants acknowledge and agree that Tespa and its parents, subsidiaries, and affiliates are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

## **11. GRANT OF RIGHTS**

**11.1** By agreeing to these Official Rules and participating in the Tournament, each Participant hereby grants to Tespa and its parents, subsidiaries and affiliates a perpetual, royalty-free, fully paid-

up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store, transmit, and otherwise use Participant's name, logos, trade or service marks, copyrighted material, nickname, Battle Tag (or replacement tags), initials, likeness, image,

photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, and backstory("Participant Materials"), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament and the Game in general; (c) the exploitation of media rights and any group licensing or other agreements with third parties that are negotiated by Tespa or its affiliated companies, and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Tespa or its affiliated companies. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the "Licensed Materials."

**11.2 Advertising and Commercial Materials.** The grant of rights and licenses in this section includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Tespa (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Tespa's (or its sublicensees'): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Tespa (or its sublicensees) for the Tournament or the Game from time to time (the foregoing, the "Advertising and Commercial Materials").

### **11.3 Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**

**3.A.** As between each Participant and Tespa, each Participant is the sole owner of his or her Materials, except that the publisher of the Game is the sole owner of all in-Game player names (or other identifying player names or tags), avatars, gameplay data, and statistics; and any intellectual property belonging to the publisher of the Game.

**3.B.** As between each Participant and Tespa, Tespa will be the sole owner of all of the following (collectively, the "Tournament Materials"):

**3.B.1.** Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials);

**3.B.2.** All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Tespa, its parents, subsidiaries, and/or affiliates and that incorporate or make use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);

**3.B.3.** Suggestions, comments and other feedback that a Participant may provide to Tespa relating in any way to (a) the Tournament, the Game, or the business of Tespa, and (b) all improvements or enhancements to the Tournament, the Game, or the business of Tespa resulting from any such suggestions, comments and feedback;

**3.B.4.** Data and statistics relating to a Participant's play of the Game, and all feeds and data streams of such data and statistics; and

**3.B.5.** Intellectual property rights in each of the foregoing existing anywhere in the World.

## **12. RESOLUTION OF DISPUTES**

**12.1 Disputes Regarding League Rules.** Tespa has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of all sections of these Official Rules which relate in any way to Tournament competition, including but not limited to all decisions regarding player eligibility, rule interpretation, competition disputes, tiebreakers, prizing, cheating, disqualification, penalties for rule violations, and player behavior ("Rules Dispute").

**12.2 Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Tespa, its parents, subsidiaries, or affiliates may have against a Participant or that a Participant might have against Tespa, its parents, subsidiaries, or affiliates, and any dispute, claim or controversy arising out of or relating to the Tournament or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Tespa's final, binding authority (whether under the immediately preceding paragraph or under separate written agreements entered into with Tespa or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Tespa ("Arbitration Dispute") will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Tespa, its parents, subsidiaries, or affiliates from seeking and obtaining from any court of competent jurisdiction (without the need to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

**12.3 Class Action and PAGA Waivers.**



- 3.A.** By agreeing to these Official Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Tespa and the Participant individually.
- 3.B.** By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Tespa; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. (“PAGA”), separately addressed in the paragraph below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Tespa agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of the foregoing paragraph and this paragraph are referred to as the “Class Action Waiver”.
- 3.C.** By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the League Office agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this paragraph are referred to as the “PAGA Waiver”.
- 3.D.** In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in

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

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

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

### **12.5 Governing Law.**

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

**5.B.** Participants agree to be bound by these Official Rules and by the decisions of Tespa with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.

**5.C. Changes to this Section.** Tournament Administration will provide 60 days' notice of any changes to the terms of these Official Rules regarding resolution of disputes. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

### **13. WINNERS LIST; RULES REQUEST.**

**13.1** A list of winners will be posted at <http://compete.tespa.org> no later than seven (7) days after the completion of the Tournament, and will remain available for at least six (6) months thereafter. For a copy of the winners list, send a stamped, self-addressed business-size envelope to Tespa at the address listed below, "Hearthstone Collegiate Championship Fall 2019 - Winners Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." To obtain a copy of these Rules, send a stamped, self-addressed business-size envelope to Tespa at the address listed below, "Hearthstone Collegiate Championship Fall 2019 - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.

#### **14. MISCELLANEOUS.**

**14.1** Participants acknowledge that the publisher of the Game may patch or update the Game at any time to fix bugs, change balance, or add features, and the Tournament will continue regardless. Tespa is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Tournament, including any injury or damage to Participant's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Tespa reserves the right to change any section of these Official Rules at any time in its sole discretion (except with regards to the provisions governing resolution of disputes, which may be changed by Tespa according to the terms of such section), and to suspend, cancel or modify the Tournament or any Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Tespa's control affect the administration, security or proper play of the Tournament, or Tespa otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Tespa, Tespa reserves the right to limit the number of Participants. Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Tespa, the Tournament or any other Participant (in each case as determined in Tespa's sole discretion) are subject to disqualification from entry into the Tournament. Tespa reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If a Participant has any questions about these Official Rules or the Tournament, please email them to [compete@tespa.org](mailto:compete@tespa.org).

**15. TOURNAMENT SPONSOR.** The sponsor of the Tournament is Tespa, Inc.

**16. COPYRIGHT NOTICE.** The Tournament, these Official Rules, and all accompanying materials are copyright © 2019 Tespa, Inc.