

# 2018 STARCRAFT® II COLLEGIATE 1V1 OFFICIAL RULES

## INTRODUCTION

These 2018 *StarCraft® II* Collegiate 1v1 Rules, including any updates, amendments or supplements thereto (“Official Rules”) govern qualification for any competitive play in the 2018 *StarCraft II* Collegiate 1v1 Tournament, referred to herein as “the Tournament.” These Official Rules apply to all Players and Player Staff (as defined herein and collectively referred to as “Participants”) who participate in the Tournament or any event related to the Tournament. These Official Rules have been designed to ensure the integrity of all competition, protect the image and reputation of Tespa, and create a consistent and high-quality experience for members of the public that view Tespa events.

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

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 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 Players.

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:

- Registering to participate in the Tournament:
- Participating in any match that is part of the Tournament.

**1.2 Changes to and Enforcement of these Rules.** The field of esports 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 Section 12 will be governed by the provisions in that section.

## **2. PLAYERS**

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

**2.1.1** be in good standing with respect to any Blizzard Battle.Net accounts registered in your name, with no non-disclosed violations of the Blizzard End User License Agreement;

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

**2.1.2** be over the age of majority in your jurisdiction of residence;

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

**2.1.3** be a legal resident of the United States or Canada;

**2.1.4** be currently enrolled, or planning to be enrolled, during the Tournament Period (as defined below) as a full-time or part-time student in an Eligible Institution as defined below.

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

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

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

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

**2.1.7** have registered an account with Tespa Compete at <https://compete.tespa.org/register> (at no cost to the registrant); and **2.1.8** agree to be bound by these Official Rules.

**2.2 Verification of Eligibility** Participants must first log into <https://compete.tespa.org/login>, then complete their entry form located at <https://compete.tespa.org>. Participants must fill out all required portions of the entry form to be eligible for consideration. Participants will be required to verify that they meet the eligibility requirements for the Tournament. Every player who plays in the Tournament may be required to provide proof of enrollment; otherwise the player is ineligible to win a prize in this Tournament. In the event of a dispute as to the identity of the Participant, entries will be declared made by the authorized account holder of the Battle.net Account submitted at time of entry. Tespa reserves the right to verify a Participant's information, or any other facet of a Participant's entry if further investigation is deemed necessary. By entering you agree to accept and be bound by these Official Rules and the decision of Tespa, which shall be final and binding in all matters relating to the Tournament. Limit one (1) entry per authorized Account holder.

**2.3 Disclaimer.** Tespa will not be responsible for (a) any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Tespa (although the Tespa will take reasonable precautions to ensure reasonable safety); or (d) any printing or typographical errors in any materials associated with the Tournament. Additionally, in accordance with the Battle.net End User License Agreement and without limiting Tespa's rights therein, Tespa retains the right to modify or delete content, data, digital cards, accounts, statistics, user profiles, and any information created, accumulated, stored or uploaded to an Account at any time and for any reason at its sole discretion.

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

## **2.4 Player names.**

**2.4.1** Players must use an acceptable name in Tespa competition. Players may use Battle Tags or handles during the Tournament. Tournament Administration reserves the right to revoke the eligibility of any Player whose Battle Tag is offensive, toxic, or incorporates any Blizzard or third party intellectual property.

**2.4.2** Player names may not include a sponsor name.

**2.4.3** Player names may not include a product name or description.

**2.4.4** Player names may not include any words that are purely commercial.

**2.4.5** Player names must comply with these Rules.

**2.4.6** Tespa has the right to request a Player name change for any reason, not restricted to the above.

### **3. Matches and Standings.**

**3.1 Match Structure.** Matches are best of three and will be played using a set map pool, where the starting map will be assigned weekly. The map pool will consist of the current season maps. All games will be played on the Legacy of the Void expansion of *StarCraft II* (the “Game”). Games will be played on the Blizzard version of the map with lobby settings set to Category: Melee, Mode: 1v1, Game Duration: Infinite, Game Speed: Faster, Locked Alliances: Yes, Game Privacy: Normal, and Handicap: 100%. No modifications should be made to the maps from the official Blizzard map.

**3.1.1 Ties.** In the case of a tie, the match will be replayed with the same players on the same map.

**3.1.2 Standings.** Standings will be updated by tournament admins on a weekly basis on the Tespa Compete website, within a subdomain of the Tournament’s designated Compete page (referred to herein as “the Leaderboard”).

The Leaderboard will be sorted by each Participant’s rating, which will be calculated based on the Participant’s performance in previous rounds of the Tournament.

**3.2 Tournament Period:** The Tournament will take place from September 29<sup>th</sup>, 2018 to December 2<sup>nd</sup>, 2018 (the “Tournament Period”).

**3.2.1 Regular Season.** Every week during the Tournament Period, Tespa will assign matches (“Weekly Matches”) for eight (8) weeks. Weekly Matches will be assigned through email and can also be seen on the ‘My Matches’ tab of the Tournament when logged in to <https://compete.tespa.org>.

Each match is assigned a default match time, and each Participant must be online and ready to play at this time. Failure of a Participant to be online during the scheduled round or the agreed upon match time within twenty (20) minutes after the round begins will result in a forfeit of the match.

**3.2.2 Playoffs.** The top sixteen (16) players from leaderboard after regular season concludes will be seeded into four (4) dual elimination groups. Each group will consist of

four players with the top two from each group proceeding into a single elimination bracket where all matches will be best of five (Bo5) except the finals which will be best of seven (Bo7). This will occur on or about December 1 and 2, 2018.

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

**3.4 Rescheduling.** Matches can be played earlier if both Participants agree, and they document the agreement in writing (for e.g. a screenshot of the in-game chat, email, etc.). Matches cannot be played after a scheduled match time. If a match is played earlier, the winning Participant must wait until the scheduled match time to report the score.

## 4. MATCH DETAILS

**4.1 Map Rotation.** Each week a designated map will be selected for the starting map. During playoffs a map will be set for each round.

**4.1.1 Tournament Map Pool.** The maps available to play on will be the current season maps..

**4.2 Match Settings.** Lobby settings will be set to Category: Melee, Mode: 1v1, Game Duration: Infinite, Game Speed: Faster, Locked Alliances: Yes, Game Privacy: Normal, and Handicap: 100%. No modifications should be made to the maps from the official Blizzard map.

**4.3 Pause Time.** Ultimately, players are responsible for their own connection. However, if a pause is required the player must inform their opponent and/or The tournament administration immediately by typing "PP" in the in-game chat

## 5. MATCH RULES

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

**5.1 Results.** Players will be responsible for confirming and recording all map and match results on the Compete website.

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

**5.4 Streaming.** Players will be allowed to stream their matches during the Tournament from their player perspective. Players and other persons may not join a match as a spectator without explicit written consent from both teams. In the event of a dispute, it is the Player or spectator's responsibility to document all consent given by both Teams in the streamed match. Players and spectators must stream with at least a 3-minute delay. Tournament Admins may revoke the right to stream Tournament matches at any time.

**5.5 Reservation of Rights.** Tournament Administration reserves the right to cancel, suspend and/or modify Tournament competition, or any part of it, if any fraud, technical failures, human error or any other factor within or outside of Tournament Administration's control impairs the integrity or proper functioning of the Tournament competition, as determined by Tournament Administration. If Tournament competition is so terminated, Tournament Administration reserves the right to determine the winners of said competition from among all non-suspect, eligible Participants. **6. COMMUNICATION**

**6.1 Lobby Creation.** Participating players are responsible for inviting the opposing player and creating match lobbies and matches prior to their match start time.

**6.1.1 Pauses.** Pause requests will be communicated in match chat during an ongoing match. The details of why a pause is requested must be communicated to the opposing player.

**6.2 Announcements.** Large announcements, general information, ruleset, and bracket can be found at [Compete.tespa.org](http://Compete.tespa.org) and the official Tespa Compete Discord server. These websites will serve as an information hub for players.

**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 Compete Discord channel.

## **7. CONDUCT**

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

**7.1.1** Participants may not use language or engage in conduct that is deemed by Tournament Administration to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, Players may not promote or incite hatred or discriminatory conduct. Participants may not use this type of language in connection with Tespa's competitions, on social media, or in any public events such as streaming.

**7.1.2** Participants shall treat all individuals watching or participating in a Tespa event with respect. Participants may not take any action or perform any gesture directed at another Participant, Tespa Admin, or any other party or incite others to do the same which is abusive, insulting, mocking, or disruptive. Players may not use obscene gestures or profanity in their Battle Tags, player handles, game chat, lobby chat or live interviews. This includes abbreviations and/or obscure references.

**7.1.3** Participants may not offend the dignity or integrity of a country, private person or group of people through contemptuous or discriminatory words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion, financial status, birth or any other status, sexual orientation, or any other reason.

**7.1.4** 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.** Players 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:

**7.2.1 Best Ability.** Participants must compete to the best of their ability at all times.

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

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

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

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

**7.2.6 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 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:

**7.2.6.1** Actions to maliciously intentionally alter, or attempt to alter, the results of any match, including losing a match to advance one player or another player's position in the Tournament;

**7.2.6.2** Attempts to interfere with another person's connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and

**7.2.6.3** Playing or allowing another person to play on a Battle.net account registered in someone else's name.

**7.3 Main Accounts.** Players must connect their "main" Blizzard Battle.net account to Tespa Compete to compete in Tespa Programs. Your main account, for this purpose, is defined as the account in which you have the highest rank or most play time. Players found actively hiding their main accounts may face repercussions and penalties at the discretion of the Tournament Administration.

## 8. TOURNAMENT PRIZING

**8.1 Participation Prizing.** Players who play at least twelve (12) matches will receive a digital Tespa *StarCraft II* portrait icon, with an Approximate Retail Value of \$4.99 USD.

**8.3 Scholarship Prizing.** In addition to receiving the Participation Prize, the Participants who finish in First through second Eighth place shall receive a prize as set forth below. Any “Scholarship Prize” is subject to the Scholarship Limitations listed in Section 8.3 below, and the winner (“Winner”) meeting the Scholarship Prize Requirements detailed in Section 8.3 below:

Place	Prizing
1	\$750 USD scholarship
2	\$500 USD scholarship
3 & 4	Keyboard and Mouse (approximate retail value \$150 USD)
5 - 8	\$50 USD Blizzard Battle.Net Balance

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

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

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

**8.4 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.

**8.5 Scholarship Prize Requirements** In order to receive a scholarship prize:

**8.5.1** Winners are required to provide Tespa or Tespa's designee, with their Blizzard Username, residential address and phone number, student identification number, official transcript from current school, and contact and mailing information for Winner's academic institution financial aid office. No prize 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.

**8.5.2** 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.

**8.5.3** 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.

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

**8.7** 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.]

## **9. DISCIPLINARY ACTION**

**9.1 Investigation of and Right to Monitor Compliance.** To preserve the integrity of the Tournament competition, Tournament Administration will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. Participants agree to cooperate with Tournament Administration in any such investigation. The failure by a Participant to cooperate with any internal or external

investigation conducted by Tournament Administration or its designee relating to a violation of these Official Rules is itself a violation of these Official Rules, including without limitation being untruthful or withholding, tampering with or destroying evidence.

## **9.2 Assessment of Penalties**

**9.2.1.** Any violation of the Official Rules by a player 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.

**9.2.2** Penalties for rule violations will be assessed by Tournament Administration. These penalties will vary in range between loss of side or map selection, to disqualification, in direct relation to the severity of the offense and the number of offenses committed previously by the same player.

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

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

**11.2 Advertising and Commercial Materials.** The grant of rights and licenses in Section 11.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Tespa (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Tespa's (or its sublicensees'): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; © print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Tespa (or its sublicensees) for the Tournament or the Game from time to time (the foregoing, the "Advertising and Commercial Materials").

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

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

**11.3.2** As between each Participant and Tespa, Tespa (or its sublicensees) will be the sole owner of all of the following (collectively, the “Tournament Materials”):

**11.3.2.1** 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);

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

**11.3.2.3** 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 or its affiliated companies, and (b) all improvements or enhancements to the Tournament, the Game, or the business of Tespa or its affiliated companies resulting from any such suggestions, comments and feedback;

**11.3.2.4** Data and statistics relating to a Participant’s play of the Game, and all feeds and data streams of such data and statistics; and

**11.3.2.5** 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 Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 of these Official Rules (“Rules Dispute”).

**12.2 Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Tespa may have against a Participant or that a Participant might have against Tespa, and any dispute, claim or controversy arising out of or relating to the Tournament or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Tespa’s final, binding authority (whether under Section 12.1 or under separate written agreements entered into with Tespa or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Tespa or its affiliates (“Arbitration Dispute”) will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential

information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 12.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Tespa from seeking and obtaining from any court of competent jurisdiction (without the need for Tespa to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

### **12.3 Class Action and PAGA Waivers.**

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

**12.3.2** By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Tespa; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), separately addressed in Section 12.3(c) below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Tespa agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 12.3.1 and this Section 12.3.2 are referred to as the "Class Action Waiver".

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

Under no circumstances does the Participant or Tespa agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this Section 12.3.3 are referred to as the “PAGA Waiver”.

**12.3.4** In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or 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.

**12.3.5** In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to Section 12.3 of this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

**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.**

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

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

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

**12.5.4 Changes to this Section.** Tournament Administration will provide 60 days' notice of any changes to this Section 12. 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.** A list of winners will be posted at <http://compete.tespa.org> no later than December 9, 2018 and will remain available until December 9, 2019. For a copy of the winners list, send a stamped, self-addressed business-size envelope to Tespa at the address listed below, "Tournament - Rules 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, "StarCraft II Collegiate 1v1 - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.

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

**15. Miscellaneous.** Participants acknowledge that the publisher of the Game, Blizzard Entertainment, may patch or update the Game at any time to fix bugs, change balance, or add features, and the Tournament will continue regardless. Participants agree to be bound by these Official Rules and by the decisions of Tespa, which are final and binding in all respects. No automated entry devices and/or programs are permitted. Tespa is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Tournament, including any injury or damage to Participant's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Tespa reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Tespa's control affect the administration, security or proper play of the Tournament, or Tespa otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Tespa, Tespa reserves the right to limit the number of Participants. Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Tespa, the Tournament or any other Participant (in each case as determined in Tespa's sole discretion) are subject to disqualification from entry

into the Tournament. Tespa reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If a Participant has any questions about these Official Rules or the Tournament, please email them to [compete@tespa.org](mailto:compete@tespa.org) or send written questions to: 2018 Tespa Collegiate Series c/o Tespa, P.O Box 18979, Irvine, CA 93623.

**16. Tournament Sponsor.** The sponsor of the Tournament is Tespa, Inc.