2015 WORLD OF WARCRAFT EUROPEAN ARENA TOURNAMENT OFFICIAL COMPETITION RULES

Please read these rules before entering the 2015 World of Warcraft European Arena Tournament (the "Tournament). By entering and participating in the Tournament, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements in Sections 1 below.

- 1. Sponsor; Eligibility. BLIZZARD ENTERTAINMENT, S.A.S ("SPONSOR") IS THE SPONSOR OF THIS TOURNAMENT. THIS TOURNAMENT IS OPEN ONLY TO INDIVIDUALS WHO, AS OF JULY 30, 2015: (A) HAVE ACHIEVED A 2,100 3V3 ARENA RATING AS OF JULY 30 AT 10:00 PM CEST; (B) ARE LEGAL RESIDENTS OF DENMARK, NETHERLANDS, AUSTRIA, GREECE, TURKEY, PORTUGAL, ROMANIA, IRELAND, BULGARIA, BELGIUM, BELARUS, SERBIA, CROATIA, THE CZECH REPUBLIC, FINLAND, FRANCE, GERMANY, HUNGARY, ITALY, THE GRAND DUCHY OF LUXEMBOURG, NORWAY, POLAND, SPAIN, SWEDEN, RUSSIA, UKRAINE, THE UNITED KINGDOM, AND SWITZERLAND THAT ARE SERVED BY THE FRENCH. GERMAN, SPANISH, RUSSIAN AND UNITED KINGDOM ENGLISH WORLD OF WARCRAFT SERVERS (C) ARE OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE, AND (D) HAVE AUTHORIZED ACCESS TO A BATTLE.NET ACCOUNT THAT IS IN GOOD STANDING (THE "ACCOUNT"), WITH A WORLD OF WARCRAFT LICENSE AND HAS BEEN UPGRADED WITH THE "THE BURNING CRUSADE," "WRATH OF THE LICH KING," "CATACLYSM," "MISTS OF PANDARIA" AND "WARLORDS OF DRAENOR" ;EXPANSIONS TO WORLD OF WARCRAFT UPON THE COMMENCEMENT DATE (DEFINED BELOW), AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THE TOURNAMENT(THE "ELIGIBLE PARTICIPANTS). 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 one of the Eligible Participants 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 Tournament rules on your behalf in order to participate in the Tournaments Qualifier or the Finals, and win be eligible to win a prize. Directors, officers and employees of Sponsor, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted. Eligible Participants must have a World of Warcraft account which includes an associated valid email address. Sponsor reserves the right to verify the email address provided to Sponsor by the Eligible Participant. The Eligible Participant must be the authorized account holder of the Account unless you are a Minor using the Account registered by your parent or guardian who is the Authorized Account Holder. "Authorized account holder" is defined as the natural person who registered the Account on the World of Warcraft gaming service. There is a limit of one Arena Team per Eligible Participant per Qualification Round.
- **2. Disclaimer.** Sponsor 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 Sponsor (although the Sponsor 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 Sponsor's rights therein, Sponsor retains the right to modify or delete content, data, player characters, accounts, statistics, user profiles, weapons, armor, quests,

loot, any other information created, accumulated, stored or uploaded to World of Warcraft at any time and for any reason at its sole discretion.

- **3. Tournament Period.** The Tournament shall commence at approximately 10:00 PM CEST on July 29, 2015 (the "Commencement Date"), and shall continue through the end of the World of Warcraft European Championshp, which is expected to conclude on or about October 15, 2015.
- **4. How to Enter.** To enter, Eligible Participants will need to create an account on the ESL website located at http://play.eslgaming.com/worldofwarcraft/europe/championship, as well as register with a team on the ESL website.

5. Arena Teams, and Participation in the Tournament

- A. <u>Tournament Realms</u>. The European Championship Finals shall take place on one or more live realms which are designated specifically for the tournament (the "Tournament Realms"). Each World of Warcraft character that an Eligible Participant creates for such purpose on this realm is a level 100 Character, with Prideful PvP gear, weapons, trinkets, and other items, and all talent points available for talent specialization.
- B. Arena Teams. The Tournament shall determine the top "Arena Team" made up of three (3) or four (4) Eligible Participants who are of the same "faction," i.e., an Arena Team must be made up of all "Alliance" Characters, or all "Horde" Characters. The members of an Arena Team ("Team Members") shall be designated by one (1) Eligible Participant for each Arena Team who operates as the "Team Captain," and who invites other Eligible Players to join the Arena Team. Should a regular member of a Team be unavailable to participate in a Match, the Team Captain can designate another Eligible Participant to take the regular Team member's place on the Team. In the event that 2 or more regular players on the Team are not able to participate in a Match, the Team will be disqualified from the Match. All Arena Team members must be Eligible Participants and must separately enter in order to participate. Competition in the Tournament shall take place in the Arena Battlegrounds in World of Warcraft, and in accordance with the Battle.net End User License Agreement and Arena Battleground rules. To engage in an Arena match an Arena Team will be invited by the Tournament Administrator or Observer. Once an Arena Team is invited each player on the Arena Team will need to accept the match invitation, then the Arena Battleground system will match the Arena Team up with another Arena Team, and the match will take place. The match will then commence, and continues until only one Arena Team is left, or if the time limit for the match is reached, the Arena Team with most players alive at the end of the match is the winner. In the event the time limit is reached and both teams have the same number of players alive at the end of the match without either team being eliminated, the Arena Team that dealt the most total damage is the winner.
- C. <u>Team Participation in the Tournament</u>. During the Tournament (described below), an Arena Team may utilize any three (3) World of Warcraft Arena template characters to make up a three member team that can compete in the Tournament.

6. Tournament Rules.

A. Third party user interfaces compatible with World of Warcraft will not be allowed at the European Championship Qualifier or the Finals. At the 2015 European Road to BlizzCon, Team Members will have fifteen (15) minutes prior to the start of the first match with each opponent Team Member to prepare the computer on which they will use to participate in the Tournament match.

- B. <u>Tournament Defaults</u>. The following can result in a lost match or other penalties to be assessed against an Eligible Participant who is participating in the World of Warcraft European Champion:
- (i) Once a match begins, should one or more Eligible Participants on a Team lose their connection to the Battle.net service and 'drop,' the game will continue, with the other members of the Team continuing to play.
- (ii) The usage of an Eligible Participant who participates in a Match who is not a member of the Team, or is not designated as a substitute player by the Team Captain prior to the Match, will result in penalties that could include loss of the match, disqualification, or a regame, at Sponsor's sole discretion.
- C. <u>Cheating</u>. Eligible Participants must compete to the best of their ability at all times. It is each Eligible 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 the Sponsor determines that an Eligible Participant is cheating or otherwise interfering with the Tournament, the Eligible Participant will be immediately disqualified and removed from the Tournament and may be restricted from participating in any events in the future, and have all of their licenses to all Blizzard games revoked. Eligible Participants may be requested to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Examples of cheating would include, without limitation:
- (i) Actions to 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. If Sponsor determines that a Eligible Participant is colluding or match fixing, the Eligible Participant will be immediately disqualified and removed from the Tournament and may be restricted from participating in future events and have all of his or her licenses to all Blizzard games revoked; and
- (ii) Attempts to interfere with another Eligible Participant's connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and
- (iii) Any incidence of Eligible Participants allowing individuals who are not the Eligible Participants to play on an Eligible Participant's Battle.net account in any of Blizzard games.
- ALL ELIGIBLE PARTICIPANTS MUST BE VERIFIED BY SPONSOR TO ENSURE THEIR ELIGIBILITY PRIOR TO BEING DECLARED A WINNER (AS DEFINED BELOW) AND/OR RECEIVING ANY PRIZE. DISPLAY OF STATISTICS IN THE GAME (E.G. ON A LEADERBOARD) DURING THE TOURNAMENT PERIOD DOES NOT ENTITLE ANY ELIGIBLE PARTICIPANT TO A PRIZE.
- D. <u>Gambling</u>. Eligible Participants are not allowed to place or attempt to place wagers on any matches or actions in, or around, any Blizzard title.
- E. <u>Unsportsmanlike Behavior</u>. Should Sponsor determine that an Eligible Participant commits, or threatens to commit, violent acts against any other Eligible Participant in the Tournament, a Sponsor representative, or any spectator of the Tournament, or engages in any unsportsmanlike behavior, the Eligible Participant may be disqualified from the Tournament. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Tournament; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ELIGIBLE

PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE TOURNAMENT OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Determination of Winners.

A. The Online Elimination Round. The Online Elimination Round of the Tournament shall commence on or about August 2, 2015, and continue until 11:59 PM PST on or about August 31, 2015, and shall consist of three (3) online "Qualifier," tournaments ("Qualifier Tournament(s)"), each of which will be announced by ESL on the ESL website. Each Qualifier will be an online tournament where the two hundred and fifty six (256) World of Warcraft Arena Teams with the highest combat ranking who register for the Qualifier Tournament will compete for a chance to advance to the 2015 European Road to BlizzCon event. Matches will be "best 2 out of 3, single elimination" format, with the semi-final and final round of each Qualifier Tournament using the "best 3 out of 5," single elimination format. The first and second place finishers of the first Qualifier Tournament, the first, second and third place finishers from the second Qualifier Tournament, and the first, second and third place finishers from the third Qualifier Tournament will advance to European Championship. Once an Arena Team earns a berth to the European Championship Tournament, that Arena Team is precluded from entering Qualifier Tournaments.

B. The European Championship. The European Championshipshall take place on October 3rd and 4th, 2015 at the 02 Arena in Prague. The Eligible Participants who qualify for the European Championship will compete in a "best 3 out of 5, Dual-Tournament Group Stage" format to determine who will qualify for the Semi-Finals and Finals which will be played as "best 3 out of 5" single elimination. At the tournament, Arena Matches will be limited to a time period of twenty-five (25) minutes. If at the expiration of the time limit there is no clear winner, the winning Arena Team will be determined based on which Arena Team did the most damage to its opponent during the match according to the administrator interface.

8. Prizes.

A. Participation in the European Championship. The eight (8) teams with the best ranking at the overall ranking for the European Championship will win, for the first place \$50.000, for second place \$ 20.000, for third place \$ 10.000, for fourth place \$ 8.000, for 5th and 6th place respectively, \$ 4.000 and for 7th and 8th place respectively \$ 2.000. In addition, the three (3) or four (4) Team Members of each Arena Team which qualify to compete at a the European Championship as per article 7. A, will win a trip to the 2015 European Road to BlizzCon event in their Region that includes: (i) round trip coach air fare from the regional airport nearest the Team Member's residence to the site of the European Championship; and (ii) two (2) nights lodging (double occupancy) at a hotel of Sponsor's choice, meals and ground transportation, as determined by Sponsor, in its sole discretion. The approximate retail price of this prize package is estimated at \$2,500.00 USD, depending upon the cost of travel for the Eligible Participant to attend the European Championship. All travel must take place on the dates and times as specified by Sponsor. If one or more Eligible Participant(s) who are part of an Arena Team cannot attend the European Championship, such Arena Team will still participate, but without such Team Member(s). Eligible Participants who qualify to compete in the European Championship shall be responsible for obtaining, at their own cost and expense, all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship so that they have the legal capacity to travel to the site of the European Championship. Winners are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. In the event that an Eligible Team Member from an Arena Team that qualifies for the Tournament is a "minor" in their country of residence, that Team Member must be accompanied by a parent or legal guardian, who shall be responsible for all of their own travel costs.

B. Invitation to Compete at the World of Warcraft Arena Championships at BlizzCon 2015. In addition to the prizes referenced above, the Arena Teams who finish in the First Place, Second Place, and Third Place positions at the European Championship will receive an invitation to compete at the World of Warcraft Arena Championships that will be held at BlizzCon 2015, November 6th and 7th, 2015. The Eligible Participants for those Arena Teams shall have seven (7) days to communicate their acceptance of their invitation, or Sponsor may (but is not required to) choose the next most eligible Arena Team to compete based on a Team's final standing in the European Regional World of Warcraft Tournament. The Eligible Participants who are members of the Teams invited to the World of Warcraft Arena Championships will each win: (i) round trip coach air fare from the regional airport nearest the Team Member's residence to the site of the World of Warcraft Arena Championships (Sponsor may substitute ground transportation for airfare, in its sole discretion, if the winner(s) are within driving distance to such site); and (ii) seven (7) nights lodging (double occupancy) at a hotel of Sponsor's choice, meals and ground transportation, as determined by Sponsor, in its sole discretion. The approximate retail price of this prize package is estimated at \$2,500.00 USD, depending upon the cost of travel for the Eligible Participant to attend the World of Warcraft Arena Championships. All travel must take place on the dates and times as specified by Sponsor. If one or more Eligible Participant(s) who are part of an Arena Team cannot attend the World of Warcraft Arena Championships, such Arena Team will still participate, but without such Team Member(s). Eligible Participants who qualify to compete in the World of Warcraft Arena Championships shall be responsible, at their own cost and expense, for obtaining all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship so that they have the legal capacity to travel to the United States of America. Winners are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. In the event that an Eligible Team Member from an Arena Team that qualifies for a World of Warcraft Arena Championships is a "minor" in their country of residence, that Team Member must be accompanied by a parent or legal guardian, traveling on the same itinerary, and who shall be responsible for all of their own travel and accommodation costs including, without limitation, transportation and accommodation costs and any cost or expense associated with obtaining all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship so that they have the legal capacity to travel to the United States of America.

C. <u>Prize Restrictions</u>. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. If any prize or prize notification is returned as undeliverable, or potential winner does not respond within seven (7) days of notification, or refuses to execute an applicable document, prize will be forfeited and awarded to an alternate winner. 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). FEDERAL, STATE, AND LOCAL TAXES, INCLUDING, WITHOUT LIMITATION, AS APPLICABLE, VAT TAXES AND CUSTOMS 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 and will be delivered to the winners via reputable courier to the address provided by the Eligible Participants as part of the registration process. Winners will be required to complete and submit to Sponsor an IRS form W-8 or W-9 to receive a cash prize.
- 9. Collection of Information. In the event that Sponsor becomes aware that you are under the age of majority in your country of citizenship Sponsor will delete, erase or destroy any and all personally identifiable information that is obtained from the Entry Materials. In the event that you are a citizen of France and/or any of the other countries whose citizens are eligible for this Contest, and pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Blizzard Entertainment, Inc., and the data collected will be transferred to the United States of America. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to 2015 World of Warcraft European Arena Championships Personal Data," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. You may also withdraw your personal data upon request, however you will be disqualified as a entrant in the Contest if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in Section 8 herein. By agreeing to these Official Rules, you are also agreeing to the terms of Sponsor's privacy policy.
- 10. General Release. By entering the Tournament, you release Sponsor and any of its parent companies, subsidiaries, affiliates, directors, officers, employees, representatives, agents and agencies (collectively, the "Released Parties") 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 the Tournament (including, without limitation, 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. Some jurisdictions do not allow (i) the exclusion of implied warranties on applicable statutory rights, so the above exclusions and limitations may not apply in some cases.
- 11. License Agreement. Eligible Entrants are at all times subject to the terms of Sponsor's Battle.net End User License Agreement, which is available at http://eu.blizzard.com/en-gb/company/legal/eula.html. Without limiting Sponsor' rights under the law, should an Eligible Entrant be found to be in violation of the Battle.net End User License Agreement, such Eligible Entrant will not be eligible and may be disqualified from the competition.
- **12. Publicity Release.** Sponsor shall have the right to utilize your name, bio and likeness in advertising for the Tournament as well as in historical promotion of the Tournament. Sponsor also shall have the right to have the Tournament broadcast or re-broadcast (including via Internet transmission and wireless networks) by itself and/or the broadcast partner(s) without further payment to you in this Tournament Rules.
- 13. Affidavit & Release. As a condition of being awarded any prize, winners may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability. In the event that a winner is under the age of majority in his or her country of residence, winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit within seven (7) days may result in forfeiture

of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Sponsor.

- **14. Winners List; Rules Request.** A list of winners will be posted at http://www.worldofwarcraft.com/ no later than December 31, 2015 and will remain available until March 31, 2016. For a copy of the winners list, send a stamped, self-addressed, #10 business-size envelope (4 1/8" x 9 1/2") after December 31, 2015 and before March 31, 2015 to Sponsor at the address listed below, Attn: 2015 World of Warcraft European Arena Championships Winners List. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, Attn: 2015 World of Warcraft European Arena Championships Rules Request.
- **15.** Copyright Notice. The Tournament and all accompanying materials are copyright © 2015 Blizzard Entertainment S.A.S., and its respective licensors. All rights are reserved.
- 16. Miscellaneous Sponsor reserves the right to patch or update World of Warcraft at any time to fix bugs, change balance, or add features as deemed appropriate by the Sponsor, in its sole discretion, without suspending or canceling the Tournament. The Tournament and these Official Rules will be governed, construed and interpreted under the laws of France. Eligible Participants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor 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 Eligible Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Tournament, or Sponsor 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 Sponsor, Sponsor reserves the right to limit the number of Eligible Participants. Eligible Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament or any other Eligible Participant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Tournament. Sponsor 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 you have any questions about these Official Rules or the Tournament, please email them to wow-tourneyinfo@blizzard.com or send written questions to: 2015 World of Warcraft European Arena Championships c/o Blizzard Entertainment eSports Department, P.O Box 18979, Irvine, CA 93623.
- 17. Tournament Sponsor. The sponsor of the Tournament is Blizzard Entertainment S.A.S.