

# 2017 World of Warcraft Mythic Dungeon Invitational Official Rules



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## 1. INTRODUCTION

These 2017 Mythic Dungeon Invitational Official Rules, Terms and Conditions govern qualification for and competitive play of World of Warcraft in the 2017 World of Warcraft Mythic Dungeon Invitational.

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

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

## 2. THE 2017 MYTHIC DUNGEON INVITATIONAL

### 2.1. Acceptance of the Official Rules.

- (a) You indicate your acceptance of these Official Rules when you submit your team's mythic keystone results as detailed in Section 4.1 below. If your team captain signs up for you and your team, you will indicate your acceptance of these Official Rules by replying to the welcome email sent from Blizzard.
- (b) If you are under the age of majority (as described below), your parent or legal guardian must accept these Official Rules on your behalf. In such an event, please contact Blizzard for assistance at [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com).
- (c) If you (or your parent or legal guardian, if you are a minor) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Tournament.

### 2.2 Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of World of Warcraft in the Tournament for the following regions; China, Americas, Asia-Pacific, and Europe.
- (b) These Official Rules are in addition to the Blizzard End User License Agreement applicable to your use of Blizzard's On-line gaming platform, Blizzard's Online Privacy Policy applicable to your use of Blizzard's On-line gaming platform, and the Blizzard's website terms.
- (c) There is a Glossary of terms at the back of these Official Rules that explains key terms in greater detail. The Glossary is an important part of these Official Rules.
- (d) If you violate these Official Rules or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action and legal claims, as explained below.

### **3. PLAYER ELIGIBILITY REQUIREMENTS**

#### **3.1 Eligibility, in general. In order to be eligible to participate in the Tournament:**

- (a) You must have authorized access to a full Blizzard account registered on Blizzard's on-line gaming service in your own name, or in the case of a minor, in the name of the minor's parent or guardian. Your account must be in Good Standing at the start of the Tournament and remain in good standing throughout the Tournament. An Account will be considered to be in "Good Standing," if there are not any suspensions, bans, or other incidents of Account discipline lodged against the Account by Blizzard during the Tournament, or during the six (6) months period preceding the commencement of the Tournament. A Blizzard light account is not sufficient for participation in the Tournament;
- (b) Your Blizzard Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide; and
- (c) You must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Blizzard Account, unless you are a minor using a Blizzard Account registered by your parent or legal guardian.

### 3.2 Regional Eligibility.

- (a) You can participate in the tournament in the “Americas Region” if, as of July 25, 2017 you are a legal resident of United States, Canada, Mexico, Brazil, Chile, Argentina, excluding the US states of Arizona, Connecticut, Maryland, North Dakota, and Vermont, the Canadian province of Quebec and where otherwise prohibited or restricted.
- (b) You can participate in the tournament in the “Europe Region” if, as of July 25, 2017 you are a legal resident of Algeria, Austria, Bahrain, Belarus, Belgium, Bosnia And Hercegovina, Bulgaria, Croatia, Cyprus, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Latvia, Lebanon, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Norway, Poland, Portugal, Republic Of Moldova, Romania, Russia, Serbia, Slovakia, Slovenia, South Africa, Spain, State of Qatar, Sweden, Switzerland, The Czech Republic, The Netherlands, The Ukraine, Tunisia, Turkey, or United Kingdom, excluding where otherwise prohibited or restricted.
- (c) You can participate in the tournament in the “China Region” if, as of July 25, 2017 you are a legal resident of the People’s Republic of China, excluding where otherwise prohibited or restricted.
- (d) You can participate in the tournament in the “APAC Region” if, as of July 25, 2017 you are a legal resident of Hong Kong, Korea, Taiwan, New Zealand or Australia, excluding where otherwise prohibited or restricted.

### 3.3 Residency Requirements.

At Blizzard’s request, which may occur the week prior to the commencement of Tournament Play, you will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence, as set forth below. A valid photo ID could include a government-issued driver’s license, military photo identification card or passport. If you have any questions about the residency requirements, email [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com), and Blizzard will begin the verification process. Blizzard’s decisions as to residency are final and binding.

Photo ID Requirements	
Acceptable Forms of ID	Unacceptable Forms of ID
Government-issued driver's license	Expired identification
Military photo identification card	School-issued photo identification card
Passport	Gym membership card
Health card with photo	Library card
Voter registration card with photo (Mexico)	Public transportation cards
National identity card with photo	Private ID cards

### 3.4 Minimum Age Requirements.

- (a) You may participate in the Tournament if you have reached the age of majority in your country of residence as of July 25, 2017
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of July 25, 2017 you may still enter the Tournament and participate as a player if you otherwise meet all of the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.
- (c) If you are a minor, in addition to your parents or legal guardians reading and accepting the rules, it is important to keep them informed of your participation in the Tournament. Should you qualify for Tournament events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

3.5 Ineligible Players. The directors, officers and employees of Blizzard Entertainment, Inc., its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family, such as mother, father, brothers, sisters, sons, daughters, stepchildren, and/or legal or common-law spouse, and household members of each are not eligible to enter or win any prizes in the Tournament.

## 4. PROVING GROUNDS

- 4.1 Teams will be invited by Blizzard to the Mythic Dungeon Invitational based on their performance in Mythic Keystone dungeons during a two week “Proving Grounds” live playoffs period. The “Proving Grounds” period is as follows:

Americas: July 25, 2017 at 7:00 AM PDT (Teams playing on Oceanic Realms will use this timer, despite submitting their scores to the APAC Region)

Europe: July 25, 2017 at 11:00 PM PDT

China: July 26, 2017 at 3:00 PM PDT

APAC : July 26, 2017 at 3:00 PM PDT

At the end of the two week period of Proving Grounds, teams who are interested in competing in the Mythic Dungeon Invitational will need to select a Team Captain to represent their team, and have that Team Captain submit their recent Mythic Keystone Dungeon progress at:

<https://mythicdungeoninvitational.wufoo.com/forms/m154hh9q1s6vx23/>

- 4.2 Registered teams will consist of 5 players. Players must be eligible to compete in the region they are signing up for, as detailed in section 3.1 above. Players do not need to be on the same World of Warcraft realm in order to signup.
- 4.3 Blizzard will be examining the performance of all teams who submit their weekly dungeon scores using the above registration link. As this is an Invitational Event, Blizzard will have full discretion on choosing which teams to invite to the next stage of the event.
- 4.4 Blizzard will invite eight (8) teams from each region (Americas, China, APAC, Europe) to compete in the Mythic Dungeon Invitational Regional Group Stage. Teams who are invited will be contacted directly by Blizzard via their Registered Email on their Blizzard Account. All 5 team members must accept the invitation from Blizzard, otherwise your team will be disqualified from competing and Blizzard will select a new team.

## 5. REGIONAL GROUP STAGE

For the regional group stage each team will be competing head-to-head against teams from within their own region to make it to the global stage. Teams will be seeded by Blizzard based on their overall performance during the “Proving Grounds” period. For this portion of the tournament, players will play on an account and server separate from retail servers provided by Blizzard, with gear and artifact power normalized across all characters.

### 5.1 Format

- Best of 3, Single Elimination, with the top two teams advancing to the Global Stage
- Blizzard will select the first dungeon map of the series. Once the first game has been completed, the losing team selects the next map. Players will be informed what the first map of the series is by Blizzard prior to competing.
- Keystone affixes will be set by Blizzard and communicated ahead of time to the competing teams.

### 5.2 Tournament Play. Teams will be made up of a total of 5 eligible players

- They are required to have the current version of World of Warcraft
- Team Captains will coordinate with Tournament Administrators to begin their dungeon run. Starting the dungeon prematurely will result in a re-play, and subsequent errors can lead to an official warning
- The winner will be determined by who gets through the dungeon the fastest and with also calculating the deaths (a 5 second penalty will be applied to the timer for each player death in a single dungeon)

### 5.3. Dungeons. Blizzard will provide a list of eligible dungeons to be used during this stage of the tournament.



## 6. GLOBAL GROUP STAGE

6.1 The Global Group Stage. This stage of the Tournament will consist of 8 teams: 2 from The Americas, 2 from China, 2 from APAC, and 2 from EU.

- Teams will be seeded into a 8 team bracket based on their performance in the Regional Group Stage
- The 1st place team from each region plays the 2nd place team from a different region
- Single Elimination, Best of 3. Grand Finals Bo5.
- Tournament play will occur on special realms and accounts provided by Blizzard. These realms and accounts are for tournament use only.
- Keystone affixes will be set by Blizzard and communicated ahead of time to the competing teams.

6.2 Tournament Play.

- Teams will be made up of a total of 5 eligible players
- They are required to have the current version of World of Warcraft
- Team Captains will coordinate with Tournament Administrators to begin their dungeon run. Starting the dungeon prematurely will result in a re-play, and subsequent errors can lead to an official warning
- The winner will be determined by who gets through the dungeon the fastest and with also calculating the deaths (a 5 second penalty will be applied to the timer for each player death in a single dungeon)

6.3 Dungeons: Blizzard will provide a list of eligible dungeons to be used during this stage of the tournament.

6.4 Prize Pool: Blizzard will provide the following Prize Pool for the teams competing in the Global Group Stage. The Prize payout will be split equally among all 5 members of the team.

<b>2017 Mythic Dungeon Invitational Global Stage Prize Pool</b>	
1 <sup>st</sup> Place	USD \$ 50,000
2 <sup>nd</sup> Place	USD \$ 20,000
3 <sup>rd</sup> -4 <sup>th</sup> Places	USD \$ 10,000
5 <sup>th</sup> – 8 <sup>th</sup> Places	USD \$ 2,500

## 7. PLAYER CONDUCT

### 7.1 Behavior.

- (a) Players must at all times observe the highest standards of personal integrity and good sportsmanship. Players are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament organizers and members of the administration team, the media, sponsors, Blizzard employees and fans.
- (b) Players may not use obscene gestures, profanity, or references to drugs, sex or violence in their Team Names, BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the Tournament and includes abbreviations and/or obscure references.
- (c) Players are expected to settle their differences in a respectful manner without resorting to violence, threats, or physical or non-physical intimidation. Violence is never permitted at any facility that is owned by or leased to Blizzard or a tournament organizer, or against any competitor or administrator.
- (d) Blizzard will be utilizing a “3 warning,” system for the Tournament, as follows:
  - If a Player does not follow any of the rules listed above, the player may receive a warning at the discretion of the tournament organizer
  - If a Player causes a delay beyond the designated exceptions, the player will receive a warning
  - Player misconduct as defined in the player responsibilities will receive a warning at the discretion of the organizer
  - Players may request the status of their total warnings from the organizer.
  - In a single competition day, if a Player receives
    - two (2) warnings will forfeit the next Game
    - three (3) warnings will forfeit the next match
    - four (4) warnings will cause a disqualification from the current tournament

7.2 Cheating. Players must compete to the best of their ability at all times. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a

Tournament game or Match so that the outcome is determined by anything other than its merits. Players may be required to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Examples of cheating would include but are not limited to:

- (a) Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or Match, including losing a game or Match with another player in order to advance one or the other's rank;
- (b) Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
- (c) Tampering with the entry process or the operation of the Tournament
- (d) Any use of bots, hacks, firehacks, or any code and/or software not expressly authorized by Blizzard that allows the automated control of World of Warcraft, Blizzard's online gaming service, or any component or feature thereof;
- (e) Any intentional use, or attempted use, by a player of any bugs or exploits in the game may result in a forfeit of the Match and disqualification from the Tournament. Blizzard, at its discretion, will determine bugs and exploits; and
- (f) Allowing an individual who is not the registered owner of a Blizzard Account, other than a minor playing on an Account registered by the Minor's parent or guardian, to play on that Blizzard Account in World of Warcraft or any other Blizzard game.
- (g) If someone asks you to bet on any Tournament game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com).

7.3 Illegal and Unethical Conduct. Players are required to observe all laws applicable to their participation in the Tournament, including all games, Matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tournament. A player may not, during any Tournament Event, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Blizzard, World of Warcraft or any of the other products, services or sponsors of Blizzard.

7.4 Anti-Harassment. Blizzard is committed to providing a competitive environment that is free of harassment and discrimination. In furtherance of this commitment, players engaged in the Tournament and Tournament Events are prohibited from engaging harassment or discrimination based on race, color, religion, gender, national origin, age, disability, sexual orientation or any other status or characteristic protected by law.

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

7.6 Alcohol and Drugs. Blizzard's goal is to provide a safe competitive environment by eliminating the hazards to health and safety created by alcohol and drug misuse and abuse. Blizzard will not tolerate the presence of illegal drugs or the unapproved use of legal drugs at any Tournament Event. Accordingly:

- (a) The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while a player is engaged in Tournament Events or on premises that are owned by or leased to Blizzard or a tournament organizer.
- (b) The unauthorized use or possession of prescription drugs by players is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a game or Match.

7.7 Non-Disparagement.

- (a) Players always have the right to express their opinions in a professional and sportsmanlike manner. Tournament disputes or player violation reports must be reviewed by the organizer and Blizzard before any information is released publicly.
- (b) Players may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, slanderous or disparaging

remarks, comments or statements concerning Blizzard, its parent and any of their respective affiliate companies and subsidiaries or World of Warcraft or any other Blizzard title. This Section does not, in any way, restrict or impede a player from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

#### 7.8 Interviews and the Media.

- (a) Players must be polite to spectators and media, but players have the right to refuse autograph signings, photo sessions and interviews that are not part of their official Tournament schedule.
- (b) Regarding interviews, all interviews that take place onsite at a Tournament event must be authorized by Blizzard in advance of the interview. Otherwise, Players have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Tournament schedule.

7.9 Software and Hardware. Players must consult with the organizer before bringing electronic storage devices to any Tournament event and are not allowed to use any mobile or external communication equipment during a Match, including cellular phones. All personal equipment must be in an enclosed bag or be given to an administrator or team manager while a game or Match is played.

#### 7.10 Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the Tournament, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in the Tournament and/or Tournament Events:
  - Pornography (or materials that Blizzard, in its sole discretion, determines are the equivalent of pornography);
  - Alcohol;
  - Tobacco or cigarettes, including vaping products;

- Narcotics, or similar controlled substances;
- Firearms;
- Gambling, including websites that offer gambling;
- Any person or entity that offers products or services that Blizzard determines are detrimental to World of Warcraft, the Tournament or Blizzard's business or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.

(c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the Tournament, Tournament Events and World of Warcraft. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Players participating in the Tournament and/or Tournament Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

#### 7.11 Disciplinary Action.

- (a) In order to preserve the integrity of the Tournament and Blizzard's reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. You agree to cooperate with Blizzard in any such investigation.
- (b) If Blizzard determines that a player has been cheating or has otherwise violated these Official Rules, the player may be immediately disqualified and removed from the Tournament. In addition, Blizzard may, in its sole discretion:
- Issue a warning to the player and publish that warning on World of Warcraft sites;
  - Disqualify the player from participating in any future World of Warcraft tournaments and events;
  - Revoke all or any part of the points and prizes previously awarded to the player;
  - Terminate all licenses granted to the player for Blizzard titles, including World of Warcraft; and/or
  - Terminate all Blizzard accounts that are held by the player.

- (c) Blizzard's determination as to the appropriate disciplinary action will be final and binding. Blizzard reserves the right to lock out players whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament.
- (d) The failure by a player (or his or her parent or legal guardian if a minor) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Official Rules.

## **8. LIMITATIONS OF LIABILITY AND DISCLAIMERS**

### **8.1 Cap on Liability; No Punitive Damages.**

- (a) You understand and agree that Blizzard and the other members of the Blizzard Group are not insurers of your property or your personal safety. If you feel that you need insurance, you should obtain it from an insurance company or other third party.
- (b) YOU AGREE THAT THE LIABILITY OF BLIZZARD AND THE OTHER MEMBERS OF THE BLIZZARD GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED FIVE HUNDRED US DOLLARS (US \$500.00), AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.
- (c) YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF IT IS DETERMINED THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU. THE FOREGOING LIMITATIONS APPLY EVEN IF YOUR REMEDIES UNDER THESE OFFICIAL RULES FAIL OF THEIR ESSENTIAL PURPOSE.
- (d) IN NO EVENT SHALL BLIZZARD OR ANY OTHER MEMBER OF THE BLIZZARD GROUP BE LIABLE UNDER TO YOU, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOU, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY

DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BLIZZARD OR ANY OTHER BLIZZARD GROUP MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 8.2 Disclaimers.

(a) You agree that Blizzard and the other members of the Blizzard Group are not responsible for:

- Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
- Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
- Any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Blizzard (although Blizzard will take reasonable precautions to ensure reasonable safety); or
- Any printing or typographical errors in any materials associated with the Tournament or Tournament Events.

(b) All prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (including any implied warranty of merchantability or fitness for a particular purpose).

## 8.3 Changes to Your Blizzard Account.

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

(b) In the event of a conflict between the provisions of the Blizzard End User License Agreement and the provisions of these Official Rules, the provision that is most protective of Blizzard will govern and control.



## 9. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

### 9.1 License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as an elite player and help you develop your personal brand. To do that, Blizzard needs a license to use your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory (“Your Brand Materials”). Blizzard also wants to use Your Brand Materials to promote Blizzard, World of Warcraft and our other products and services, and you agree that Blizzard may do that.
- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual (or for the maximum period permitted by applicable law in case where such perpetual license cannot be granted under applicable law), irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming (including via internet transmission and wireless networks) of all or any part of the Tournament (including any games, Matches or other competitions that are part of the Tour) or any Tournament Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including World of Warcraft and the Tournament.

### 9.2 Advertising Materials.

- (a) The grant of rights and licenses in Section 91 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
- Websites of Blizzard and its streaming and broadcast partners;

- Social media postings;
- Print and online advertising and content;
- Network, cable and local television and radio;
- Newspaper and magazine advertising and content;
- Online advertising and content, including banners, leaderboards and skyscrapers;
- Outdoor and indoor billboards, posters, signs and displays;
- Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
- Press releases, newsletters and e-alerts; and
- Hats, shirts and other apparel and gaming gear and peripherals.

(b) You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.

(c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.

### 9.3 Ownership of Advertising Materials, Feedback, Stats and Suggestions.

(a) As between you and Blizzard, you are the sole owner of Your Brand Materials.

(b) As between you and Blizzard, Blizzard shall be the sole owner of all of the following:

- Advertising Materials (but not Your Brand Materials that are incorporated into or used in the Advertising Materials);

- Works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for a member of the Blizzard Group and that incorporate or make use of all or any part of Your Brand Materials (but not Your Brand Materials that are incorporated or used therein);
  - Suggestions, comments and other feedback that you may provide to Blizzard relating in any way to World of Warcraft, the Tournament, the Tournament Events or the business of Blizzard and all improvements or enhancements to World of Warcraft, the Tournament, the Tournament Events and the business of Blizzard resulting therefrom;
  - Data and statistics relating to your play of World of Warcraft during the Tournament, and all feeds and data streams of such data and statistics; and
  - Intellectual property rights in each of the foregoing.
- (c) You agree not to engage, directly or indirectly, in any acts that might jeopardize, or contest or attempt to acquire, any rights of the Blizzard Group in the Advertising Materials or any of the forgoing items.

#### 9.4 Collection of Personal Data.

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

## 10. RESOLUTION OF DISPUTES

10.1 Applicability. This Section 10 applies to and governs any Dispute that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

(a) Negotiations.

- In an effort to accelerate resolution and reduce the cost of any Dispute, you and Blizzard agree to first attempt to negotiate a resolution of any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding, unless one or more of the exceptions to negotiations and arbitration in Section 10.6 below apply.
- Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your Blizzard Account.
- You will send your notice to Blizzard at Blizzard Entertainment, Inc., 1 Blizzard Way, Irvine, CA 92618, Attn.: General Counsel.

(b) Binding Arbitration.

- If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively, to the fullest extent permitted by law, resolved by binding arbitration, with the exception of Disputes where the Dispute seeks to enforce or protect, or otherwise concerns the validity of any of Blizzard's intellectual property rights; be related to, or arises from, claims that the other party has committed piracy, or tortious interference; or is based on a claim that is within the jurisdictional limits of the small claims courts; in which case the Dispute must be submitted to a court of competent jurisdiction within the County of Orange, State of California, United States of America, applying California state law. Otherwise, any election to arbitrate by one party shall be final and binding on the other.

- YOU SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND BLIZZARD EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.
- The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>). If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator has authority to decide all issues of arbitrability, including where a party raises as a defense to arbitration that the claims in question are subject to one or more exceptions to negotiations and arbitration in Section 10.6 below.
- Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or Blizzard can request the stay be lifted upon a showing of prejudice. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

### 10.3 Arbitration Procedures.

- (a) The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The decision of the arbitrator shall be final and binding on you and Blizzard, and any award of the arbitrator may be entered in any court of competent jurisdiction.
- (b) THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation. The parties understand that the right to discovery may be more limited in arbitration than in court.

### 10.4 Class and Collective Action Waiver.

- (a) You and Blizzard agree that any arbitration or court proceeding shall be limited to the Dispute between Blizzard and you individually. You acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between you and Blizzard; (ii) there is no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) you will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or any dispute brought in court. Any Dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section 10.4.
- (b) If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then void, and any ongoing or future Dispute will be submitted to a court of competent jurisdiction within the County of Orange, State of California, United States of America, to the exclusion of arbitration. Any Dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.
- (c) Under no circumstances do you or Blizzard agree to class or collective procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings.

#### 10.5 Location of Arbitration.

- (a) If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.
- (b) For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America.
- (c) Any Dispute not subject to arbitration shall be decided by solely a court of competent jurisdiction within the County of Orange, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.
- (d) You and Blizzard agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Dispute seeking to enforce or protect, or concerning the validity of, any of Blizzard's intellectual property rights; (ii) any Dispute related to, or arising from, claims that the other party has committed piracy or

tortious interference; and (iii) any claim within the jurisdictional limits of the small claims courts.

#### 10.6 Governing Law.

- (a) All Disputes shall be governed by and construed under the laws of the United States of America and the law of the State of Delaware, without regard to choice of law principles, provided that Blizzard shall have the right to disqualify any players that are rendered ineligible due to local law.
- (b) Players agree to be bound by these Official Rules and by the decisions of Blizzard with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## **11. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS**

#### 11.1 Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Tournament and all accompanying materials are copyright © 2017 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in the Tournament grants to you, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

#### 11.2 Changes to World of Warcraft.

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

#### 11.3 Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for the Tournament that are in effect at the time of their publication. All previously issued rules, policies and practices (other than the Website Terms), whether in print or online, relating to the Tournament are superseded.
- (b) Blizzard reserves the right to change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any player's participation in the Tournament should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the Tournament, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned.
- (c) Due to server capacity and other technical limitations beyond the control of Blizzard, Blizzard reserves the right to limit the number of players in the Tournament.

#### 11.4 No Employment Relationship.

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

#### 11.5 Communications.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Blizzard Account.
- (c) If you have any questions or comments about these Official Rules or the Tournament, please email them to [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com) or send written questions to: 2017 World of Warcraft Mythic Dungeon Invitational c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.



## 12. GLOSSARY

**“Advertising Materials”** means (a) the websites of Blizzard and its streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) network, cable and local television and radio; (e) newspaper and magazine advertising and content; (f) online advertising and content, including banners, leaderboards and skyscrapers; (g) outdoor and indoor billboards, posters, signs and displays; (h) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (i) press releases, newsletters and e-alerts; and (j) hats, shirts and other apparel and gaming gear and peripherals.

**“Blizzard Account”** means a full Blizzard account registered on Blizzard’s America on-line gaming service that is in good standing and that remains in good standing throughout the Tournament. “Blizzard Account” does not refer to a Blizzard light account; a light account is not sufficient for participation in the Tournament.

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

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

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

**“Challenger’s Burden”** While inside a Mythic+ dungeon, all players are affected by Challenger’s Burden. Whenever a player dies, 5 seconds is removed from the timer as a penalty.

**“Commencement Date”** means July 25 , 2017, at approximately 12:00 a.m. Pacific Time.

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

**“Dungeon Race”** means a single head-to-head- Mythic Keystone Dungeon match between two teams. Both teams will be racing against each other, using the same Keystone level, the same

affixes, and dungeon. In order to be a Dungeon Race, both teams need to start their match at the same time, as directed by the Tournament Admin, by placing a Mythic Keystone into the “Font of Power” Pedestal at the start of the dungeon instance. Once the race is underway, both teams will attempt to complete the objectives listed in in-game (defeating creatures and boss encounters). The winner of the race will be the team that completes the dungeon with the shortest completion time, keeping in mind the “Challenger’s Burden” penalty automatically imposed for each player’s death during the Dungeon Race.

“**Mythic Keystone Dungeon**” means a dungeon only accessible by utilizing a Mythic Keystone item, introduced in the World of Warcraft: Legion expansion. This includes all 5-man dungeons introduced during the Legion expansion, except for Violet Hold, which does not have a Mythic Keystone difficulty.

“**Official Rules**” means the 2017 World of Warcraft Mythic Dungeon Invitational Official Competition Rules, Terms and Conditions (*i.e.*, the rules, terms and conditions as set forth this document).

“**Tournament**” means all of the tournament events that are a part of the 2017 World of Warcraft Mythic Dungeon Invitational. The Tournament includes the “Proving Grounds” Live Playoffs on retail realms, the Regional Group Stage, and the Global Group Stage.

“**Tournament Admin**” means an individual appointed by Blizzard that enforces Blizzard’s rulings related to the Tournament, and helps organize and orchestrate the in-game portion of the Tournament.

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

“**Website Terms**” means the Blizzard End User License Agreement applicable to your use of Blizzard’s online gaming service, the Online Privacy Policy applicable to your use of Blizzard’s online gaming service, and the other terms and conditions governing use of the Blizzard’s websites. The current version of the Blizzard End User License Agreement for is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy is found at <http://us.blizzard.com/en-us/company/about/privacy.html>.

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

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