2014 WORLD OF WARCRAFT ARENA CHAMPIONSHIPS NORTH AMERICAN OFFICIAL COMPETITION RULES

Please read these rules before entering the 2014 World of Warcraft North American 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, INC. ("SPONSOR") IS THE SPONSOR OF THIS TOURNAMENT. THIS TOURNAMENT IS OPEN ONLY TO INDIVIDUALS WHO, AS OF AUGUST 26, 2014: (A) HAVE ACHIEVED A 2,500 3V3 ARENA RATING AS OF AUGUST 25TH AT 10:00 AM PDT; (B) ARE LEGAL RESIDENTS OF THE UNITED STATES, CANADA, AUSTRALIA, NEW ZEALAND, SINGAPORE, THAILAND, MALAYSIA, MEXICO, CHILE, AND ARGENTINA (C) ARE OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE, (D) HAVE AUTHORIZED ACCESS TO A WORLD OF WARCRAFT ACCOUNT THAT IS IN GOOD STANDING AND HAS BEEN UPGRADED WITH THE "THE BURNING CRUSADE." "WRATH OF THE LICH KING," "CATACLYSM," AND "MISTS OF PANDARIA" EXPANSIONS TO WORLD OF WARCRAFT UPON THE COMMENCEMENT DATE (DEFINED BELOW), AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THE TOURNAMENT (THE "ACCOUNT"); AND (E) ARE NOT RESIDENTS OF THE STATES OF ARIZONA. CONNECTICUT, NORTH DAKOTA, MARYLAND OR VERMONT IN THE UNITED STATES, THE PROVINCE OF QUEBEC, CANADA, OR RESIDENTS OF THE AUSTRALIAN STATES OF VICTORIA, QUEENSLAND OR THE AUSTRALIAN CAPITAL TERRITORY (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 Regional Tournaments 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 in the US states of Arizona, Connecticut, Maryland, North Dakota, or Vermont, the Canadian province of Quebec or the Australian states of Victoria, Queensland and the Australian Capital Territory, and where otherwise 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/or the World of Warcraft Terms of Use, 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 AM Pacific Time (6:00 PM GMT) on August 26, 2014 (the "Commencement Date"), and shall continue through the end of the North American Regional World of Warcraft Tournament, which is expected to conclude on or about October 5, 2014.
- **4. How to Enter.** The entry page for the Tournament will be made available on August 25, 2014, at which time the location of the entry page will be posted on the World of Warcraft home page located at http://us.battle.net/wow/en/. Once the Tournament entry page has been announced, qualified entrants can go to the entry page to sign up for the Tournament.

5. Arena Teams, and Participation in the Tournament

- A. <u>Tournament Realms</u>. The Tournament shall take place on one or more realms which are activated specifically for Eligible Participants (the "Tournament Realms"). Each World of Warcraft character that an Eligible Participant creates on this realm is a level 90 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) 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. 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 World of Warcraft Terms of Use 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. The Arena Team with players alive at the end of the match is the winner. In the event the time limit is reached without either team being eliminated, the 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. Should a team member not be able to participate, the team can substitute in an eligible player. If two or more players cannot participate, the team will be disqualified from the Tournament.
- **6. Tournament Rules.** "Cheating," as determined in Sponsor's sole discretion, and specifically including, without limitation, "win-trading," shall result in disqualification of the Arena Team and all of its Team Members. Third party user interfaces compatible with World of Warcraft, and which do not violate the World of Warcraft Terms of Use may be used during the Qualification Round of the Tournament, but will not be allowed at the Regional Qualifier or the Finals. At the Regional Finals, 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.

7. Determination of Winners.

- A. The Online Elimination Round. The Online Elimination Round of the Tournament shall commence on or about August 26, 2014 at 12:00 PST and continue until 11:59 PM PST on or about September 21, 2014. The Eligible Participants who qualify for the Online Elimination Round will compete in a "best 3 out of 5, double elimination" format. The Arena Teams that finish in the top eight (8) positions shall qualify for the North American Regional World of Warcraft Tournament.
- B. The North American Regional World of Warcraft Tournament. The dates, times and locations for the North American Regional Tournament will be determined by Sponsor in its sole discretion, and shall be distributed to the Team Members of the Arena Teams that qualify for the Regional Qualifier Tournament by e-mail no less than two weeks before the dates of their respective Regional Qualifier Tournament. The Eligible Participants who qualify for the Regional Qualifier Tournament will compete in a "best 3 out of 5, double elimination" format to determine who will qualify for the Finals. At the Regional Qualifier, Arena Matches will be limited to a time period of fifteen (15) 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 North American Regional World of Warcraft Tournament. The three (3) Team Members of each Arena Team which qualify to compete at a North American Regional Tournament will win a trip to the Regional Qualifier Tournament 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 Regional Qualifier Tournament; 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 U.S., depending upon the cost of travel for the Eligible Participant to attend the Regional Qualifier Tournament. 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 Regional Qualifier Tournament, such Arena Team will still participate, but without such Team Member(s). Eligible Participants who qualify to compete in the Regional Tournament 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 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 the North American Regional World of Warcraft 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 2014. In addition to the prizes referenced above, the Arena Teams who finish in the First Place, Second Place, and Third Place positions at the Regional Tournament will receive an invitation to compete at the World of Warcraft Arena Championships, that will be held at BlizzCon 2014, November 7th and 8th, 2014. 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 Regional 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 U.S., 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.** The information necessary to operate the Tournament was collected by Sponsor at the time that each Eligible Entrant registered the World of Warcraft account used to participate in the Tournament, and without limiting Sponsor's rights under its privacy policies with regards to its use of the information, will be used to contact you specifically for operation of the Tournament. Information collected in connection with the Tournament will otherwise be collected in accordance with Sponsor's privacy policy, available at http://www.blizzard.com/us/privacy.html. 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 Terms of Use Agreement available at www.worldofwarcraft.com/legal/termsofuse.html. Should any Eligible Entrant be found in violation of such Terms of Use Agreement, such Eligible Entrant will not be eligible and will be automatically disqualified from the competition and Sponsor reserves all rights to claim any equitable or legal remedies for loss, and remedies under breach of contract, due to the violation of the Terms of Use License Agreement.
- **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, 2014 and will remain available until March 31, 2015. 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, 2014 and before March 31, 2015 to Sponsor at the address listed below, Attn: 2014 World of Warcraft 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: 2014 World of Warcraft Arena Championships Rules Request. Canadian residents may omit return postage.
- **15. Copyright Notice.** The Tournament and all accompanying materials are copyright © 2014 Blizzard Entertainment, Inc., 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 the state of California in the United States. 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: 2014 World of Warcraft 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, Inc., c/o 2014 World of Warcraft Arena Championships, P.O Box 18979, Irvine, CA 92623.