



2018 HEARTHSTONE® COPA AMÉRICA
OFFICIAL COMPETITION RULES

1. INTRODUCTION

These 2018 Hearthstone Copa América Official Competition Rules govern qualification for and competitive play of Hearthstone Copa América in 2018.

These Official Rules establish the rules of tournament play of Copa América, including rules governing player eligibility, tournament structure, point structures, prize awards, sponsorships and player conduct.

You must accept these Official Rules in order to participate in Copa América, and you must abide by these Official Rules in order to remain eligible to play in the Tour and receive prizes.

2. PLAYER AGREEMENT

2.1. Acceptance of the Official Rules.

- (a) You may accept these rules by signing or accepting a Player Participation Form, either in print or online. You also indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of Copa América.
- (b) If you are under the age of majority, your parent or legal guardian may accept these Official Rules on your behalf.
- (c) If you (or your parent or legal guardian) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in Copa América.

2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of Hearthstone in 2018 Hearthstone Copa América. Beyond the rules listed in the current document, the 2018 Hearthstone Copa America uses the Guidelines of Blizzard Entertainment according to the [2018/2019 HEARTHSTONE® CHAMPIONSHIP TOUR OFFICIAL COMPETITION RULES](#).
- (b) These Official Rules are in addition to the Battle.net® End User License Agreement applicable to your use of Battle.net, the Online Privacy Policy applicable to your use of Battle.net, and the

other terms and conditions governing use of the Battle.net website. Each region has their own version of the End User License Agreement and their own version of the Online Privacy Policy with specifics outlined below.

- (c) The current version of the End User License Agreement for American Battle.net account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy for American Battle.net account holders is found at <http://us.blizzard.com/en-us/company/about/privacy.html>.
- (d) The current version of the End User License Agreement for Asia-Pacific Battle.net account holders is found at <http://sea.blizzard.com/en-sg/company/legal/eula.html> and the current version of the Online Privacy Policy for is found at <http://sea.blizzard.com/en-sg/company/about/privacy.html>
- (e) The current version of the End User License Agreement for Europe Battle.net account holders is found at <http://eu.blizzard.com/en-gb/company/legal/eula.html> and the current version of the Online Privacy Policy for Europe Battle.net account holders is found at <http://eu.blizzard.com/en-gb/company/about/privacy.html>.
- (f) 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. Regional Eligibility.

- (a) For qualifiers of Copa América that limit participation to citizens (or residents) of a specific region, you may participate in those qualifiers only if you are a citizen (or resident) of that region. The section below explains what countries are a part of each region.
- (b) You may participate in the Latin American qualifiers of Copa América if, as of January 1, 2018 you are a legal citizen or resident of one of the following countries: Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, Haiti and Dominican Republic and Venezuela.
- (c) You may participate in the American qualifiers of Copa América if, as of January 1, 2018 you are a legal resident of one of the following counties: United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, Haiti and Dominican Republic and Venezuela.

- (d) Global qualifiers are open to players from all regions.
- (e) Eligibility, residency requirements, minimum age requirements and ineligible players are further described in the Hearthstone Tournament Policy document.
- (f) Copa América referees have the right to request age, citizenship and residency proof at any stage of the tournament.

3.2. Residency Requirements.

- (a) (a) If you want to participate in Copa América you must provide Blizzard (upon request) with proof that you are either a citizen or a legal resident of any country of your specific qualifier, eligible to participate in Copa América by providing Blizzard with a Blizzard Account for verification purposes, and the country of residence of your Blizzard Account must be one of the set forth above (3.1).
- (b) At Blizzard's request, which may occur the week prior to the commencement of Copa América, you will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence. 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 LatAmEsports@Blizzard.com, and Blizzard will begin the verification process. Blizzard's decisions as to residency are final and binding.

3.3. Minimum Age Requirements.

- (a) You may participate in Copa América if you have reached the age of majority in your country of residence as of January 1, 2018.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of January 1, 2018 you may still enter Copa América 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 Copa América. Should you qualify for Tournament events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

3.4. Ineligible Players.

- (a) 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 win any prizes in Copa América.

4. COPA AMÉRICA

4.1. Tournament (Copa América)

- (a) Hearthstone Copa America 2018 is a three season online and offline Standard Mode tournament embedded in the Hearthstone Championship Tour 2018. Each one of its season is considered a Tour Stop.
- (b) Copa América 2018 will commence on January 11, 2018 and is expected to conclude on August 19, 2018.
- (c) Players qualify for the Seasonal Group Stage by earning a spot through the Seasonal Open Qualifiers and Qualifying Duels.

4.2. Copa América Seasons

- (a) The Tour Period is comprised of three seasons: Season 1 (Summer), Season 2 (Autumn) and Season 3 (Winter). The specific dates for each Season are outlined below:
 - Season 1 (Summer)
 - Open Qualifiers (not broadcasted)
 - Global Qualifier: January 11-12
 - American Qualifier #1: January 13-14
 - American Qualifier #2: January 18-19
 - Latin American Qualifier: January 20-21
 - Qualifying Duels – Round 1 (not broadcasted, online)
 - January 23
 - Qualifying Duels – Round 2 (broadcasted, online)
 - January 25-28
 - Group Stage (broadcasted, players on-site)
 - February 15-16
 - Finals (broadcasted, players on-site)

- February 17-18
- Season 2 (Autumn)
 - Open Qualifiers (not broadcasted)
 - Global Qualifier: February 22-23
 - American Qualifier #1: February 24-25
 - American Qualifier #2: March 1-2
 - Latin American Qualifier: March 3-4
 - Qualifying Duels – Round 1 (not broadcasted, online)
 - March 6
 - Qualifying Duels – Round 2 (broadcasted, online)
 - March 8-11
 - Group Stage (broadcasted, players on-site)
 - April 5-6
 - Finals (broadcasted, players on-site)
 - April 7-8
- Season 3 (Winter)
 - Open Qualifiers (not broadcasted)
 - Global Qualifier: May 31 - June 1
 - American Qualifier #1: June 2-3
 - American Qualifier #2: June 14-15
 - Latin American Qualifier: June 16-17
 - Qualifying Duels – Round 1 (not broadcasted, online)
 - June 23
 - Qualifying Duels – Round 2 (broadcasted, online)
 - July 12-15
 - Group Stage (broadcasted, players on-site)
 - August 16-17
 - Finals (broadcasted, players on-site)
 - August 18-19

4.3. Hearthstone Competitive Points distribution for Copa América.

- (a) While participating in Copa América, players are able to earn Hearthstone Competitive Points (“points”). Points are earned based on performance, with better results awarding more points.
- (b) HCT Points for each season of Copa América will be aligned with its respective HCT Season. Therefore, Copa América 2018 Season 1 points will count towards HCT 2018 Season 1, Copa América 2018 Season 2 points will count towards HCT 2018 Season 2 and Copa América 2018 Season 3 points will count towards HCT 2018 Season 3.
- (c) Players who finish in the top thirty-two at a Copa América will earn the following points:

Copa América – HCT points distribution	
1st Place	15 points
2nd Place	12 points
3rd - 4th Places	10 points
5th - 8th Places	8 points
9 th - 16 th Places	6 points
17 th – 32 nd Places	4 points

4.4. Hearthstone Copa América Prize Pool

- (a) Each season of Copa América will distribute USD\$15,000.
- (b) Players who finish in the top sixteen at a Copa América Season will earn the following amount of the prize pool:

Copa América – Prize distribution	
1st Place	USD \$4,000
2nd Place	USD \$2,000
3rd - 4th Places	USD \$1,000
5th - 8th Places	USD \$750
9 th - 16 th Places	USD \$500

- (c) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter Copa América.

- (d) National, state and local taxes, including VAT 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 US dollars. Winners will be required to complete and submit to Blizzard all governmental and tax forms required to receive a cash prize, including an IRS form W-8 or W-9 and any other forms required by the country in which the player is a resident. Additional paperwork that Blizzard requests, including waivers, indemnities and releases, must be submitted to Blizzard before Blizzard will provide the winner with any prize. Prizes are not transferable.
- (e) No substitutions or exchanges (including for cash) of any non-cash prizes will be permitted, except that Blizzard reserves the right to substitute a prize of equal or greater value for any noncash prize.
- (f) All Eligible Participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics broadcasts (e.g., on a leader board) during Copa América does not entitle any Eligible Participant to a prize. In the event of a dispute as to the identity of any winner, Blizzard will resolve the dispute using the email addresses of Team Members used on the Battle.net Account.
- (g) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Specific Rules and an indemnity and release of liability. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit and related documents within seven 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 Blizzard.
- (h) Prizes are not transferrable and will be awarded directly to the winners. If the player is a minor under applicable law, a parent or legal guardian will receive the payment.
- (i) Prize pool and HCT points for players attending the on-site event of Copa America will be only awarded if the player attend the event.
- (j) Blizzard will post a list of winners at <http://www.blizzardcopaamerica.com> no later than seven days after the end of each season. The list will remain available for six months on the website.
- (k) If you have any inquiry regarding your prize payments, please contact EsportsPaymentsLA@blizzard.com.

4.5. Travel and Expenses.

- (a) Blizzard will, at its cost, make the travel arrangements for those players who qualify for

sponsored travel under these Official Rules and pay the expenses to the vendor directly. The travel expenses of players will not be reimbursed. All Blizzard-sponsored travel must take place on the dates and times that Blizzard specifies.

- (b) For a player to qualify for participation in any in-person game or match that is part of Copa América, that player must have all the necessary visas, passports and other travel documents required to travel to where live Copa América events will be held (Brazil). Failure to have the necessary visas, passports and other travel documents required to travel to and work in a country where the Copa América event will be held will result in disqualification for that particular live Copa América event.
- (c) All players are responsible for any and all costs and expenses associated with their travel documentation for Copa América and receipt of any prize that are not specifically designated as the responsibility of Blizzard in these Official Rules.
- (d) Should a player who qualifies for participation in any in-person game or match that is part of Copa América be a minor under applicable law, a parent or legal guardian will be required to travel on the same itinerary with the minor player, and shall be responsible for all of his or her own travel and accommodation costs, including transportation and accommodation costs and any cost or expense associated with obtaining the necessary visas, passports or other travel documents.

4.6.

5. TOURNAMENT STRUCTURE

5.1. Tournament Rules.

- (a) Hearthstone Copa América Seasons follow the 2018 HEARTHSTONE® CHAMPIONSHIP TOUR OFFICIAL COMPETITION RULES.in addition to any rules outlined in this document.
- (b) Blizzard reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux, to revise, modify, change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify Copa América or any player's participation in the tournaments should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of Copa América, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running Copa América as planned.

- (c) For all Tour matches, each player will use Hearthstone card decks that he/she has created (using cards he/she has collected) in the region's servers where the tournament is held (Americas). Card decks created on other regions' servers are not eligible for play in Copa América matches.

5.2. Qualifiers

- (a) Each season will have a set of 4 qualifiers:
- One Global Open Qualifier, for players from all over the world.
 - Two Americas Open Qualifier, for players from the Americas region.
 - One Latin American Open Qualifier, only for Latin American players.
- (b) All qualifiers will be played on the Americas server.
- (c) All qualifier matches will be played on a Best-of-Five double elimination bracket, under [conquest mode format](#), with one ban.
- (d) To play each qualifier, a participant has to select a four (4) decks composition, from 4 different classes each.
- (e) Battlefy will be platform where each one of the qualifiers will be hosted.
- (f) Each qualifier will last 2 days. The number of rounds playing per day will be informed by the referee team after the check-in process of each qualifier ends.
- (g) During the sign-up process, players will have to provide their selected decks list via the Battlefy sign-up form. All deck lists will be publicly available through Battlefy after the ending of the check-in process.
- (h) Qualifier check-in will end 30 minutes before the Qualifier starting time. In that period of time, players will be seeded in the bracket.
- (i) The Top 8 from each qualifier (4 from Upper Bracket and 4 from Lower Bracket) will advance to the Copa América Qualifying Duels.
- (j) Qualifiers will not be broadcasted.

5.3. Qualifying Duels

- (a) The top 32 players from the qualifiers (8 from each qualifier) will be seeded in a double elimination bracket.
- (b) All Qualifying Duels will be played on a Best-of-Five, [conquest mode format](#), with one ban.
- (c) Players must send 4 decks to the referee team (deadline will be informed personally by the referee

team), and will play those 4 decks during the whole phase. After sending the decks, players can't change them.

- (d) Players deck lists will be disclosed publicly on www.blizzardcopaamerica.com.
- (e) The top 16 players from Qualifying Duels (8 from Upper Bracket and 8 from Lower Bracket) will advance to the on-site season group stage.
- (f) Every decisive match will be streamed on the official Copa America channels. Players must wait for a referee authorization to start a match.

5.4. Group Stage

- (a) The 16 qualified players will play face to face in Rio de Janeiro (Brazil), where they will be divided in 4 groups of 4 players each.
- (b) Each group will be played in a Dual Tournament bracket, Best-of-Five, [conquest mode format](#), with one ban.
- (c) The order of the matches for every group will be:
 - Match 1: Player 1 vs Player 4 (not broadcasted)
 - Match 2: Player 2 vs Player 3 (not broadcasted)
 - Match 3: Winner of Match 1 vs Winner of Match 2 (broadcasted)
 - Match 4: Loser of Match 1 vs Loser of Match 2 (broadcasted)
 - Match 5: Loser of Match 3 vs Winner of Match 4 (broadcasted)
- (d) The winners from Match 3 and Match 5 of every group will advance to the Hearthstone Copa America Season Finals.
- (e) Every decisive match will be streamed on the official Copa America channels. Players must wait for a referee authorization to start a match.
- (f) Players must send 4 decks to the referee team one-week prior the event, and will play those 4 decks during group stage and finals. After sending the decks, players can't change them.
- (g) Players deck lists will be disclosed publicly on www.blizzardcopaamerica.com.

5.5. Finals

- (a) The 8 qualified players will be distributed on a single elimination bracket. Group stage results will be the criteria for distribution.
- (b) All matches from the single elimination bracket will be played in a Best-of-Five, [conquest mode format](#), with one ban.

- (c) Deck lists used will be the same as the one sent prior to the group stage.
- (d) All matches from the finals will be broadcasted.

5.6. Match format

- (a) Each player will inform four (4) deck lists prior to the qualifiers. Each series will start with a blind ban from each player. Players will play a Bo5 with the remaining decks.
- (b) When a player wins a game, the winning player cannot use the class that was used in that game for the remainder of the series. The player who loses a game can keep the same class or switch to a different class of their choice, with such a switch being a 'blind pick'. The first player to win 3 games wins the match.
- (c) First deck picks in each match will be a Blind Pick, this means that players will not know which deck was picked by their opponent until the first game begins.
- (d) The player who chooses an unavailable class (banned or already won with it) loses one game.
- (e) If one or more deck codes provided by a player are not working, the player will be disqualified from the qualifiers. Players are responsible for testing their codes and ensure to add them to Battlefy properly.
- (f) If any player is found using a card that was not in their submitted deck codes, their opponent can report it with a screenshot, and that will result on an automatic game loss. The player can go back and edit the deck with the correct list to resume the series.
- (g) If a match ends in a draw (e.g. Hellfire kills both players), the match will be replayed using the same decks.
- (h) If your opponent encounters problems to log on to Battle.net or has any other problems using the software, you may request a default win for the entire match only with documented proof that your opponent is unable to play against you for a period of at minimum 20 minutes. Validity of proof determined by Tournament referees.
- (i) Screenshots of the "Victory/Defeat" screen must be taken after every game.
- (j) After each game, the winner needs to report result (with screenshot) via Battlefy.
- (k) Copa America referees will update/correct online brackets if needed.

5.7. Seeding

- (a) Seeding during the qualifiers on S1 (Summer) and S2 (Autumn) will be decided considering HCT points from 2017. The Top 32 players with more 2017 points will be seeded in the bracket accordingly, and the rest of the players will be distributed randomly.

- (b) Seeding during S3 (Winter) qualifiers will be decided considering HCT points from 2018. The Top 32 players with more 2018 points will be seeded in the bracket accordingly, and the rest of the players will be distributed randomly.
- (c) Qualifying Duels seeds will be distributed considering HCT points (2017 points for S1 and S2; 2018 points for S3) and their performance through the qualifiers (Upper or Lower bracket finish).
- (d) Groups seeds will be distributed considering the Qualifying Duels results and HCT Points (2017 points for S1 and S2; 2018 points for S3).
- (e) Season Finals bracket will be distributed as follows:
 - Q1: Group A 1st vs Group B 2nd
 - Q2: Group D 1st vs Group C 2nd
 - Q3: Group C 1st vs Group D 2nd
 - Q4: Group B 1st vs Group A 2nd
 - S1: Q1 winner vs Q2 winner
 - S2: Q3 winner vs Q4 winner
 - GF: S1 winner vs S2 winner

5.8. Delays and Walk-overs (WO).

- (a) The maximum waiting time before a match starts is 10 minutes after the bracket was created or first contact was made with the opponent. After this period the absent player (or both of them) will receive a WO by a referee;
- (b) A print screen with the player making contact with his opponent must be provided to ask a referee for the WO. This “print screen” should have the time of first contact with the adversary clearly shown an indication that 10 minutes passed. The “print screen” should have a good resolution and show clearly chat and times.
- (c) The Battlefy chat of your match, trying to add the opponents Battletag and using the official channels listed on the tournament page all count as official means of proving the intent of communicating with the opponent and then reporting WO as long as they follow the previous request listed on this section.
- (d) Once the match check in feature declares victory because one of the players is not ready to play, this result will not be reverted, except for special situations when proof is presented and analyzed.
- (e) Referee team will not be responsible for browser problems on the matter of the warnings regarding Battlefy’s match check-in feature. Even though it should refresh the page automatically, we recommend that you refresh the page often to avoid any problem.

5.9. Disconnections and bugs

- (a) If a player disconnects in the middle of a game, Hearthstone disconnect feature will kick-in and pause the game. The player that is still connected have to wait for his opponent.
- (b) If the timer reach 30 minutes and the disconnected player has not returned, the player that is still connected wins the whole series.
- (c) The player that didn't disconnect have to provide a screenshot showing the timer reaching the 30-minute mark. Referee team will validate the proof.
- (d) If a player can't play due to an account, client or computers bugs or crashes on the middle of the game, that player will receive a game loss. The only exception would be if the player has lethal on that specific turn. In that case, the referee team will review the case and potentially grant a victory if there is enough proofs available.
- (e) Players must report the issue to the referee team as soon as it happens.

5.10. Tournament disputes

- (a) Players must raise disputes with Copa América referees as soon as any issue occurs.
- (b) The players have to always take screenshots of anything that happened during a match. These include victories, bugs, disconnects, etc.
- (c) In any dispute, the Copa América referee team and Blizzard Esports will provide the final resolution.

6. PLAYER CONDUCT

6.1. Behavior.

- (a) All participants must at all times observe the highest standards of personal integrity and good sportsmanship. participants are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Qualifier organizers, referees, members of the administration team, the media, sponsors and fans.
- (b) Participants may not use obscene gestures or profanity in their BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to all languages in use in Copa América and includes abbreviations and/or obscure references.
- (c) Participants are expected to settle their differences in a respectful manner and without resort 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.

6.2. Cheating.

- (a) Participants must compete to the best of their ability at all times. Any form of cheating by any participant will not be tolerated. Participants are prohibited from influencing or manipulating a Copa América game or match so that the outcome is determined by anything other than its merits. Blizzard may install software on computers used in Copa América events that is specially designed to detect cheating. Examples of cheating would include:
 - Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or match;
 - Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means; and
 - Tampering with the entry process or the operation of Copa América;
 - Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in Hearthstone or any other Blizzard game.
- (b) Spectating games and having spectators is not allowed. If there's enough evidence to prove that a player is being spectated, that player will be disqualified of the tournament. The only allowed spectators are the one authorized by the referee team.
- (c) If someone asks you to bet on any Copa América game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: LatAmEsports@blizzard.com.

6.3. Illegal and Unethical Conduct.

- (a) Participants are required to observe all laws applicable to their participation in Copa América, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of Copa América.
- (b) Participants may not, during Copa América, 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, Hearthstone or any of the other products, services or sponsors of Blizzard.

6.4. Anti-Harassment.

- (a) Blizzard is committed to providing a competitive environment that is free of harassment and discrimination.
- (b) In furtherance of this commitment, Participants engaged in Copa América and Qualifier 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.

6.5. Gambling.

- (a) Gambling on the outcome of Copa América games or matches can pose a serious threat to the integrity of Blizzard esports and public confidence in Copa América. Participants are not allowed to place, or attempt to place, bets on any games or matches involving competitive play of a Blizzard title, including Hearthstone.
- (b) This rule also prohibits players from participating in anyone else's betting activities, asking anyone to place bets on Copa América games or matches on a someone else behalf, or encouraging anyone else to bet on Qualifier games or matches.

6.6. Alcohol and Drugs.

- (a) 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 Blizzard event.
- (b) 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 Copa América events or on premises that are owned by or leased to Blizzard or a tournament organizer.
- (c) The unauthorized use or possession of prescription drugs by participant 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.

6.7. Non-Disparagement.

- (a) Participants always have the right to express their opinions in a professional and sportsmanlike manner. Disputes or player violation reports must be reviewed by the organizer and Blizzard before any information is released publicly.
- (b) Participants 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 Heroes of the Storm or any other Blizzard title.
- (c) This Section does not, in any way, restrict or impede a participant 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.

6.8. Interviews and the Media.

- (a) Participants must be polite to spectators and media.
- (b) Participants must participate in official interviews and media days arranged by Blizzard.

6.9. 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, HCT and Copa América, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in Copa América:
 - Pornography (or materials that Blizzard, in its sole discretion, determines are the equivalent of pornography);
 - Alcohol;
 - Tobacco or cigarettes, including vaping products;
 - Firearms;
 - Any person or entity that offers products or services that Blizzard determines are detrimental to Hearthstone, Copa América 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) Further, no participant may promote, advertise or otherwise display the name or trademarks of any business engaged in gambling at any of the Copa América Events.
- (d) 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 Copa América and Hearthstone. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Participants participating in Copa América will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.10. Disciplinary Action.

- (a) In order to preserve the integrity of Copa América 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 participant has been cheating or has otherwise violated these Official Rules, the Team participant may be immediately disqualified and removed from Copa América. In addition, Blizzard may, in its sole discretion:
 - Issue a warning to the participant and publish that warning on Copa América and

Hearthstone sites;

- Remove the participant from the current phase of the tournament;
- Disqualify the participant from participating in any future Hearthstone tournaments or events;
- Revoke all or any part of the points and prizes previously awarded to the participant;
- Terminate all licenses granted to the participant for Blizzard titles, including Hearthstone; and/or
- Terminate all Battle.net accounts that are held by the participant.

(c) Penalties

- Blizzard's determination as to the appropriate disciplinary action will be final and binding.
- If a player is disqualified from Copa América by Blizzard, either before or after Copa América has started, then Blizzard will have the option to replace the participant.
- 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 Office Rules.

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

7.1. 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.

7.2. 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 Copa América 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 Copa América and its 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).

7.3. Changes to Your Battle.net Account.

- (a) In accordance with the Battle.net 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 Battle.net Account at any time and for any reason at its sole discretion.

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

8. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

8.1. 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, Hearthstone 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, 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 Copa América, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including Hearthstone and Copa América.

8.2. Advertising Materials.

- (a) The grant of rights and licenses in Section 8.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicensees) 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.

8.3. 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 Hearthstone, Copa América, and all improvements or enhancements to Hearthstone, Copa América and the business of Blizzard resulting therefrom;
 - Data and statistics relating to your play of Hearthstone during Copa América, and all feeds and data streams of such data and statistics.
 - 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.

8.4. Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate Copa América at the time that you registered your Battle.net 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 Copa América.
- (b) Blizzard will collect, store and use information collected in connection with Copa América in accordance with Blizzard's Online Privacy Policy.
- (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.

9. RESOLUTION OF DISPUTES

9.1. Applicability.

- (a) This Section 9.0 applies to and governs any Dispute that arises out of or relates to Copa América, these Official Rules, or the breach thereof.

9.2. Negotiations.

- (a) 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 9.6 below apply.
- (b) 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 Battle.net Account.

9.3. Binding Arbitration.

- (a) If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively resolved by binding arbitration, unless one or more of the exceptions to negotiations and arbitration in Section 9.6 below apply. Any election to arbitrate by one party shall be final and binding on the other.
- (b) 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.
- (c) 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 9.6 below.
- (d) 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.

9.4. 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.

9.5. 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.
- (b) 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 9.0.
- (c) 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.
- (d) 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.

9.6. 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.
- (e) For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

9.7. 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.

10. General Terms and Conditions

10.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, Copa América and all accompanying materials are copyright © 2018 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in Copa América 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.

10.2. Changes to Hearthstone.

- (a) Blizzard reserves the right to patch, update or improve Hearthstone 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 Copa América.
- (b) You agree that Blizzard will not be liable to you for any changes to Hearthstone or these Official Rules.

10.3. Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for Copa América that are in effect at the time of their publication. All previously issued rules, policies and practices, whether in print or online, relating to Copa América are superseded.
- (b) Blizzard reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux, to revise, modify, change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify Copa América or any player's participation in the tournaments should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of Copa América, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running Copa América 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 Copa América.

10.4. 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.

10.5. 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 Battle.net Account.
- (c) If you have any questions or comments about these Official Rules or Copa America, please email them to LatAmEsports@blizzard.com.

11. 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.

“Americas” means the United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, Haiti and Dominican Republic and Venezuela.

“Asia-Pacific” means Australia, Indonesia, Hong Kong, India, Japan, Macau, Malaysia, New Zealand, The Philippines, Singapore, South Korea, Taiwan, Thailand, and Vietnam.

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

“Battle.net lite account” means a version of Battle.net that mobile users can create without accepting the Battle.net 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.

“Commencement Date” means January 1, 2018, 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 Copa America, these Official Rules, or the breach thereof.

“Europe” means Austria, Belarus, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, South Africa, Spain, State of Qatar, Sweden, Switzerland, Tunisia, Turkey, Ukraine and the United Kingdom.

“Hearthstone Championship Tour Stop” means a tournament operated by a third party that awards points, that follows the Blizzard-approved criteria, and that Blizzard has designated as a Hearthstone Championship Tour Stop Tournament.

“Website Terms” means the Battle.net® End User License Agreement applicable to your use of Battle.net, the Online Privacy Policy applicable to your use of Battle.net, and the other terms and conditions governing use of the Battle.net website. The current version of the End User License Agreement for US and Canadian Battle.net account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy for US and Canadian Battle.net account holders 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.