# 2019 World of Warcraft Mythic Dungeon International Spring Season Official Rules



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### 1. INTRODUCTION

These 2019 Mythic Dungeon International Spring Season Official Rules (the "Official Rules") govern qualification for and competitive play of *World of Warcraft*® in the 2019 *World of Warcraft* Mythic Dungeon International Spring Season (the "Tournament").

These Official Rules establish the rules of Tournament play, including rules governing player eligibility, tournament structure, prize awards, sponsorships, player conduct, and other important legally binding terms.

UNLESS YOU ARE A LEGAL RESIDENT FROM EUROPEAN UNION IN WHICH CASE THIS PARAGRAPH DOES NOT APPLY TO YOU, THE TERMS OF THESE OFFICIAL RULES CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 11 WHICH LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS; AS WELL AS A LIMITATION OF LIABILITY IN SECTION 9 WHICH LIMITS THE LIABILITY OF BLIZZARD AND THE OTHER MEMBERS OF THE BLIZZARD GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS.

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

### 2. THE 2019 MYTHIC DUNGEON INTERNATIONAL

#### 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 <u>WoWEsportsAdmin@Blizzard.com</u>.

(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.
- (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 <u>Eligibility, in general</u>.

(a) In order to be eligible to participate in the Tournament, you must have authorized access to a full Blizzard Account registered on Blizzard's online gaming service in your own name, or in the case of a minor, in the name of the minor's parent or guardian, as allowed by the Blizzard End User License Agreement. A Blizzard lite account is not sufficient for participation in the Tournament. Your Blizzard Account shall have an active World of Warcraft license as of February 19, 2019 with a paid subscription for the duration of the Tournament. All expenses for the World of Warcraft subscription and the Internet connections are on your charge. Your Blizzard account must be in Good Standing at the start of the Tournament and remain in good standing throughout the Tournament. A Blizzard Account will be

considered to be in "Good Standing" if there are no records of an account suspension greater than 48 hours or an account ban during the Tournament and during the six (6) months preceding the commencement of the Tournament. You may register for a Blizzard account for free at http://blizzard.com.

- (b) Your Blizzard Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (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 <u>Regional Eligibility</u>.

- You may only participate in the Tournament if, as of February 19, 2019, you are a (a) legal resident of the United States, Canada, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, French Guiana, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay, Venezuela, 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 the United Kingdom, the People's Republic of China, Hong Kong, Macau, Korea, Taiwan, New Zealand, Australia, Singapore, Thailand, the Philippines, Malaysia, Vietnam, or Indonesia, 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 may participate in the Tournament in the "Western Division" if, as of February 19, 2019, the majority of your team (at least 3 out of 5players) are legal residents of any of the following jurisdictions: United States, Canada, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, French Guiana, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay, Venezuela, 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 the US states of Arizona, Connecticut, Maryland, North Dakota, and Vermont, the Canadian province of Quebec, and where otherwise prohibited or restricted.

(c) You may participate in the Tournament in the "Eastern Division" if, as of February 19, 2019, the majority of your team (at least 3 out of 5 players) are legal residents of any of the following jurisdictions: the People's Republic of China, Hong Kong, Macau, Korea, Taiwan, New Zealand, Australia, Singapore, Thailand, the Philippines, Malaysia, Vietnam and Indonesia, excluding where otherwise prohibited or restricted.

#### 3.3 <u>Residency Requirements</u>.

At Blizzard's request, 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, national identity card or passport. If you have any questions about the residency requirements, email <u>WoWEsportsAdmin@Blizzard.com</u>, 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 <u>Minimum Age Requirements</u>.

- (a) You may participate in the Tournament if you have reached the age of majority in your country of residence as of February 19, 2019.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of February 19, 2019, 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 <u>Ineligible Players</u>. 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 family household members of each are not eligible to enter or win any prizes in the Tournament.

### 4. PROVING GROUNDS

4.0 The 2019 Mythic Dungeon International will take place over the course of two seasons. These Official Rules cover the "Spring" Mythic Dungeon International season only. Details about the "Summer" Mythic Dungeon International season will be announced by Blizzard at a later date. The Spring Tournament season will consist of a "Proving Grounds" period, six "MDI Cup" tournaments between March 15, 2019 and May 30, 2019, and one live "Season Finals" event which will take place on a date to be announced by Blizzard. 4.1 Teams can qualify for the Tournament based on their performance in Mythic Keystone dungeons during a two-week "Proving Grounds" period. The "Proving Grounds" will take place online on "retail" *World of Warcraft* servers using the players' *World of Warcraft* characters. The Proving Grounds period starts at the following times, based on what *World of Warcraft* Game Region you and your group's characters are located:

Oceanic+ American Realms: February 26, 2019 at 7:00 AM PDT

European Realms: February 26, 2019 at 11:00 PM PDT

Chinese Realms: February 27, 2019 at 3:00 PM PDT

Korean and Taiwanese Realms: February 27, 2019 at 3:00 PM PDT

4.2 Players will have two weeks to meet the Proving Ground Requirements. The Proving Ground Requirements require teams to complete five dungeon runs at Mythic Keystone Level 14 or higher. Each run will need to be completed within the in-game timer to count, and all five dungeons must be unique. At the end of the two-week period of Proving Grounds, teams who met the Proving Ground Requirements and are interested in competing in the Mythic Dungeon International 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://mythicdungeonInternational.wufoo.com/forms/m154hh9q1s6vx23/

- 4.3 Registered teams will consist of five players. Players must be eligible to compete in the regional Division they are signing up for, as detailed in Section 3 above. Players do not need to be on the same World of Warcraft realm in order to sign up as a team.
- 4.4 Blizzard will be examining the performance of all teams who submit their weekly dungeon scores using the above registration link in order to confirm they met all the requirements.
- 4.5 Teams who met all the requirements will be contacted directly by Blizzard via their registered email on their Blizzard Account.

### **5. TIME TRIALS**

- 5.1 For the "Time Trial" portion of the tournament, players will play on a "Tournament Realm" *World of Warcraft* account and server separate from retail servers provided by Blizzard, with gear normalized across all characters. Players will receive Mythic Keystones from Blizzard in order to practice.
- 5.2 Teams will setup their characters on the Tournament Realm. Usage of the Tournament Realm is provided by Blizzard, and can be revoked at any time at Blizzard's discretion.
- 5.3 The Time Trial will occur three times per Division per season. Each Time Trial period will last for 72 hours. During this period, teams will have to complete three different dungeons on the Tournament Realm. Each dungeon will have a specific keystone level and keystone affix combination, set by Blizzard and communicated to teams 48 hours prior to the start of the Time Trials period.
- 5.4 Once the Time Trial period begins, teams will have a limited number of attempts to score their best time on each of the three dungeons. Only the first five attempts per dungeon will be counted subsequent runs will not be counted towards your score. This includes starting a dungeon keystone run but abandoning it before completion. Attempting to circumvent this five-attempt limit could result in penalties or disqualifications from the Tournament.
- 5.5 At the end of the one-week period, teams will be judged on their performance across all three dungeons. The top eight teams based on total completion time will move onto the MDI Cup Bracket for that weekend's Broadcast.

# 6. MDI CUPS

During each season of the Tournament, each division will have three MDI Cups, which are eightteam, head-to-head competitions. Teams will be seeded by Blizzard based on their overall performance during the Time Trials period. Players will play on the same realms and accounts as used during Time Trials period.

- 6.1 Format.
  - (a) Best of three, Double Elimination, with no possibility of a "double finals" being played.
  - (b) Dungeon, Keystone Level, and Keystone Affixes will be set by Blizzard and communicated at least 48 hours ahead of time to the competing teams.
  - (c) The eight Teams will be seeded according to their performance in the associated Time Trial portion of the tournament.
- 6.2 <u>Tournament Play</u>. Teams will be made up of a total of five eligible players.
  - (a) The players are required to have the current version of *World of Warcraft*
  - (b) 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
  - (c) The winner will be determined by who completes all the objectives of the dungeon in the shortest amount of time (taking into account the five-second penalty accrued for each player death in a single dungeon).
  - (d) Teams must consist of five players. Teams unable to field a team of five players when it comes time to play their match will forfeit.
  - (e) Once a match begins, should one or more eligible participants on a Team lose their connection to the in-game match and 'drop,' the game will continue, with the other members of the Team continuing to play.

6.3. <u>Dungeons</u>. Blizzard will provide a list of dungeons to be used during this stage of the tournament.

#### 6.4 MDI Team Roster Swapping:

(a) Teams are permitted to "swap" one player from their team during each season.
 This swap includes removing one player and adding another eligible player, keeping the team roster size at five.

- (b) Roster Swap requests will normally be made by the Team Captain. If the team wishes to remove their captain, a majority of the team (at least 3 players) must agree to this change by emailing the Blizzard Esports team at <u>WoWEsportsAdmin@Blizzard.com</u> and confirming the change.
- (c) Teams will only be able to make their single Roster Swap during one of two limited windows – within 24 hours of the first MDI Cup, or within 24 hours of the second MDI Cup.
- (d) The roster used for the last MDI Cup of a season will also lock in rosters for that season's Seasonal Final.
- (e) In emergency circumstances, Blizzard reserves the right, in its sole discretion to allow MDI Teams to perform a temporary Roster Swap. Players must contact a Tournament Admin at <u>WoWEsportsAdmin@Blizzard.com</u> no less than two weeks prior to a scheduled match if any emergency Roster Swaps are needed for that match.

#### 6.5 MDI Cup Points & Prizes:

(a) The teams that place first, second, third, fourth, fifth, sixth, seventh and eighth in each MDI Cup Tournament will be awarded the following points toward their qualification into the Seasonal Finals Tournament, along with the following cash prizing. Cash prizes will be split equally among all five members of the team.

MDI Cup Tournament Points and Prizes		
Tournament Placement	Point Award Per Team	Prize Award Per Team (USD)
1st Place	140 points	\$6,000
2nd Place	100 points	\$3,000
3rd Place	80 points	\$2,000
4th Place	60 points	\$1,000
5th and 6th Place	40 points	No cash prize
7th and 8th Place	20 points	No cash prize

- (b) The awarding of prizes is void where prohibited or restricted.
- (c) 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 an IRS form W-8 or W-9, if applicable, and other tax and payment documentation as a condition of receiving a prize.
- (d) As a condition of being awarded any prize, winners will also be required to execute and deliver to Blizzard a signed affidavit of eligibility, a written acceptance of these Official Rules, a release of liability, and any other documentation which may be eligibly requested by Blizzard. 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 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.
- (e) Prizes are not transferable. Notwithstanding the forgoing, a player may request that Blizzard pay a prize award to that player's contracted team organization, provided that Blizzard receives a signed prize payment transfer document from the player (Blizzard will provide such document upon request). Blizzard reserves the right to refuse prize payments to any team organization in its sole discretion.
- (f) 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.
- (g) Blizzard will post a list of winners at https://worldofwarcraft.com/en-us/ within one week of each MDI Cup. The list will remain available until March 31, 2019.
- (h) All participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (e.g. on a leaderboard) during the Tournament does not entitle any participant to a prize.

## 7. MDI SEASONAL FINAL

- 7.1 The "Season Finals" Tournament will consist of a live, in-person competition at a studio venue between the top four MDI Western Division Teams and top four Eastern Division Teams from the first season of MDI play. Top teams are determined by the points earned by that team during the entire season of play in the MDI Cups. The date(s) and location of the Season Finals will be announced by Blizzard at a later date. The Season Finals will operate according to the following competition format:
  - (a) Teams will be seeded into an eight-team bracket based on their point totals in their division during the MDI Cups.
  - (b) Double Elimination, best of three. Grand Finals will be best of five (no double finals).
  - (c) Tournament play will occur on special realms and accounts provided by Blizzard.
    These realms and accounts are for tournament use only.
  - (d) Keystone affixes will be set by Blizzard and communicated ahead of time to the competing teams.
  - (e) In the event that multiple teams are tied for fourth place for their qualification of the Seasonal Finals, Blizzard at their discretion may require the tied teams to play a best of five series until there is a victorious team. Any tiebreaker match will be played at a time designated by Blizzard. The victorious team will earn one point.
- 7.2 <u>Tournament Play</u>.
  - (a) Teams will be made up of a total of five eligible players
  - (b) The players are required to have the current version of World of Warcraft
  - (c) 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

(d) The winner will be determined by who completes all the objectives of the dungeon in the shortest amount of time (taking into account the five-second penalty accrued for each player death in a single dungeon).

7.3 <u>Dungeon</u>s: Blizzard will provide a list of eligible dungeons to be used during this stage of the tournament.

#### 7.4 <u>Prize Pool</u>:

(a) The teams that place first, second, third, fourth, fifth, sixth, seventh and eighth the Season Finals will be awarded the following cash prizing. Cash prizes will be split equally among all five members of the team.

Seasonal Final Tournament Prizes		
Tournament Placement	Prize Award Per Team (USD)	
1st Place	\$50,000	
2nd Place	\$20,000	
3rd Place	\$10,000	
4th Place	\$7,000	
5th and 6th Place	\$4,000	
7th and 8th Place	\$2,500	

(a) The awarding of prizes is void where prohibited or restricted.

- (b) 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 an IRS form W-8 or W-9, if applicable, and other tax and payment documentation as a condition of receiving a prize.
- (c) As a condition of being awarded any prize, winners will also be required to execute and deliver to Blizzard a signed affidavit of eligibility, a written acceptance of these Official Rules, a release of liability, and any other documentation which may be requested by Blizzard. 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 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.

- (d) Prizes are not transferable. Notwithstanding the forgoing, a player may request that Blizzard pay a prize award to that player's contracted team organization, provided that Blizzard receives a signed prize payment transfer document from the player (Blizzard will provide such document upon request). Blizzard reserves the right to refuse prize payments to any team organization in its sole discretion.
- (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) Blizzard will post a list of winners at https://worldofwarcraft.com/en-us/ within one week of each MDI Cup. The list will remain available until March 31, 2019.
- (g) All participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (e.g., on a leaderboard) during the Tournament does not entitle any participant to a prize.

#### 7.5 <u>Travel and Expenses</u>.

- Players will be required to compete in the Season Finals in-person at a live studio venue. Blizzard will, at its sole cost, make travel arrangements for the players who qualify for the Season Finals and will pay the expenses to the travel vendor directly. The travel expenses will not be reimbursed. All Blizzard-sponsored travel must take place on the dates and times that Blizzard specifies. Travel and accommodations are subject to availability. Additional restrictions may apply.
- (b) Players, at their own cost, must secure all necessary visas, passports, and other travel documentation required to travel to and compete in the jurisdiction where the Season Finals takes place. Failure to secure the necessary visas, passports, and other travel documentation or denial of entry to the jurisdiction where the Season Finals takes place will result in disqualification from the Tournament.

- (c) Should a player who qualifies for the Season Finals 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.
- (d) Players who miss travel and hospitality reservations due to their negligence are responsible for incurred fees and will not be reimbursed by Blizzard.
- (e) All players are responsible for any and all costs and expenses associated with their participation in the Tournament and receipt of any prizes that are not specifically designated as the responsibility of Blizzard in these Official Rules.

# 8. PLAYER CONDUCT

- 8.1 <u>Behavior</u>.
  - (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. This includes, but is not limited to, the following: conduct on social media, live streams, videos, in-person at events and on stage, or anything public-facing. What qualifies as "sportsmanlike manner" is up to Blizzard's discretion.
  - (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.

8.2 <u>Cheating</u>. 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;
- 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) Players may not advertise, promote, or advocate any service or action that violates the Blizzard End User License Agreement.

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.

8.3 <u>Illegal and Unethical Conduct</u>. 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.

8.4 <u>Anti-Harassment</u>. 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.

8.5 <u>Gambling</u>. 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.

8.6 <u>Alcohol and Drugs</u>. 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.

#### 8.7 <u>Non-Disparagement</u>.

- (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.

#### 8.8 Interviews and the Media.

- 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.

8.9 <u>Software and Hardware</u>. 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.

#### 8.10 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);
  - Materials related to gambling, lotteries, any illegal activities, websites that offer gambling, or any other service or product that abets, assists or promotes gambling;
  - Alcohol;
  - Tobacco, cigarettes, or vaping products;
  - Narcotics, or similar controlled substances;
  - Firearms;
  - Anything defamatory, obscene, profane, vulgar, repulsive, offensive, or anything that describes or depicts any internal bodily functions, symptomatic results of internal conditions, or refers to things that a reasonable person might consider socially unacceptable;
  - Anything containing a trademark, copyrighted material or some other element of intellectual property that's used without the owner's consent or might subject Blizzard, the Tournament organizer and his affiliates to claims of infringement, misappropriation, or other forms of unfair competition;
  - 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 but not limited to hacking, cheating, botting, gold selling services, level boosting, account sellers and key sellers; and/or
  - Anything that disparages an opposing team or player or any other person, entity or product.
- (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.

#### 8.11 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, to the extent permitted under applicable law:
  - 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.

### 9. LIMITATIONS OF LIABILITY AND DISCLAIMERS

#### 9.1 <u>Cap on Liability; No Punitive Damages</u>.

(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) If you are a legal resident from European Union:

-Blizzard may be liable in accordance with statutory law (i) in case of intentional breach, (ii) in case of gross negligence, (iii) for damages arising as result of any injury to life, limb or health or (iv) under any applicable product liability act. Gross negligence refers to an action or omission of significant carelessness, demonstrating a clear disregard of one's basic duties ;

-Without limiting the foregoing, you agree and acknowledge that Blizzard may be liable for slight negligence only in case of a breach of a material contractual obligation. Material contractual obligation means any obligation (i) which is necessary for the fulfillment of these Official Rules, (ii) the breach of which would jeopardize the purpose of these Official Rulesand (iii) the compliance with which one may generally trust in. In such cases, the liability will be limited to the typical and foreseeable damages. Slight negligence means any negligence which is not gross negligence.

#### (c) If you are not a legal resident from European Union:

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.

- (d) 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.
- (e) 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.
- 9.2 <u>Disclaimers</u>.
  - (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).

#### 9.3 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.

### **10. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA**

#### 10.1 License to Use Your Brand Materials

- 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.

#### 10.2 Advertising Materials.

- (a) The grant of rights and licenses in Section 10.1 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.

#### 10.3 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.

#### 10.4 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 https://www.blizzard.com/en-gb/legal/8c41e7e6-0b61-42c4-a674c91d8e8d68d3/blizzard-entertainment-privacy-policy.
- By accepting these Official Rules, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

### **11. RESOLUTION OF DISPUTES**

11.1 <u>Applicability</u>. This Section 11 only applies to you if you are not a legal resident of European Union and governs any Dispute that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

#### 11.2 <u>Negotiations</u>.

- (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 10.6 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 Blizzard Account.
- You will send your notice to Blizzard at Blizzard Entertainment, Inc., 1 Blizzard Way, Irvine, CA 92618, Attn.: General Counsel.

#### 11.3 Binding Arbitration.

- (a) If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively, 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.
- (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 10.6 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.

#### 11.4 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.

#### 11.5 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. 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.

#### 11.6 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.

#### 11.7 <u>Governing Law</u>.

- (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.

## 12. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS

#### 12.1 Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Tournament and all accompanying materials are copyright © 2019 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.

#### 12.2 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.

#### 12.3 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.

#### 12.4 <u>No Employment Relationship</u>.

- 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.

#### 12.5 <u>Communications</u>.

- (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 or send written questions to: 2019 World of Warcraft Mythic Dungeon International c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.

### 13. 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 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.

"**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.

"Double Finals" means an extra match that can occur after the Grand Final match of a tournament. In the Grand Final, if the Team that came from the Upper Bracket (undefeated up to that point) loses to the Team that came from the Lower Bracket (had already lost a match prior), another match is immediately played to determine the overall winner. The MDI program does not use the Double Finals format, so the team that wins the Grand Final match is the winner, regardless of who came from the Upper Bracket or Lower Bracket.

"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.

"MDI" means the 2019 World of Warcraft Mythic Dungeon International Tournament.

**"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 Battle for Azeroth expansion.

"Official Rules" means the 2019 World of Warcraft Mythic Dungeon International 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 2019 World of Warcraft Mythic Dungeon International. The Tournament includes the "Proving Grounds" on retail realms, the Time Trials, 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.

"**Tournament Realm**" means an account and server separate from retail servers provided by Blizzard with gear and artifact power normalized across all characters where Teams who met the Proving Ground Requirements and are invited by Blizzard to compete in the Tournament can practice and participate in the latter stages of 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 https://www.blizzard.com/en-gb/legal/08b946df-660a-40e4-a072-1fbde65173b1/blizzard-end-user-license-agreement and the current version of the Online Privacy Policy is found at

https://www.blizzard.com/en-gb/legal/8c41e7e6-0b61-42c4-a674-c91d8e8d68d3/blizzard-entertainment-privacy-policy.

"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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