

**TESPA 2016 SUMMER SERIES**  
**OFFICIAL COMPETITION RULES**

Please read these rules before entering the 2016 TeSPA Summer Series Collegiate Championship (the “Tournament”). By entering and participating in the Tournament, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements contained in Section 1 below.

**1. Sponsor; Eligibility.** NO PURCHASE NECESSARY TO ENTER. TESPA, INC., (“SPONSOR”) IS THE SPONSOR OF THIS TOURNAMENT. THIS TOURNAMENT IS OPEN ONLY TO INDIVIDUALS WHO, AS OF JUNE 27, 2016: (A) ARE LEGAL RESIDENTS OF THE UNITED STATES OR CANADA; (B) OF THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE; (C) ARE CURRENTLY ENROLLED, OR WHO ARE ENROLLED IN THE 2016 FALL SEMESTER, IN AN ACCREDITED GRADUATE SCHOOL, FOUR YEAR COLLEGE, FOUR YEAR UNIVERSITY OR COMMUNITY COLLEGE THAT IS LOCATED IN THE UNITED STATES OR CANADA THAT HAS A PHYSICAL CAMPUS LOCATION WHERE MORE THAN 50% OF THE STUDENT BODY ATTENDS CLASSES OFFLINE; (D) HAVE A VALID COLLEGE EMAIL ADDRESS; (E) HAVE REGISTERED AN ACCOUNT WITH TESPA COMPETE AT [HTTPS://COMPETE.TESPA.ORG/REGISTER](https://compete.tespa.org/register); AND (F) HAVE AUTHORIZED ACCESS TO A FULL BATTLE.NET ACCOUNT REGISTERED ON BLIZZARD ENTERTAINMENT’S NORTH AMERICA BATTLE.NET SERVICE (A BATTLE.NET LIGHT ACCOUNT IS NOT SUFFICIENT FOR THIS TOURNAMENT) THAT IS IN GOOD STANDING AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THE TOURNAMENT (THE “ELIGIBLE PARTICIPANTS”). **If you are under the legal age of majority in your country of residence, but over the age of 13 (a "Minor"), you may still enter and be an Eligible Participant if you otherwise meet all of the eligibility criteria set forth above and one of your parents or legal guardians read and agree to these Official Rules on your behalf.** Directors, officers and employees of Sponsor, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. Void in the province of Quebec in Canada, and the US states of Arizona, Connecticut, Maryland, North Dakota or Vermont, and where otherwise prohibited or restricted. Eligible Participants must have an Account which includes a valid email address. Sponsor reserves the right to verify the email address provided to Sponsor by the Eligible Participant. The Eligible Participant must be a natural person who is the person who registered the Account unless the Eligible Participant is a Minor using an Account registered by a parent or guardian.

**2. Verification of Eligibility.** Eligible Participants must first log into <https://compete.TeSPA.org/login>, then fill complete their entry form located at <https://compete.tespa.org>. Eligible Participants must fill out all required portions of the entry form to be eligible for consideration. Eligible Participants will be required to verify that they meet the eligibility requirements for the Tournament. Every member of a Team who plays in the Tournament may be required to provide proof of enrollment; otherwise the Team is ineligible to win a prize in this Tournament. In the event of a dispute as to the identity of the Eligible Participant, entries will be declared made by the authorized account holder of the Battle.net Account submitted at time of entry. Sponsor reserves the right to verify an Eligible Participant’s information, or any other facet of an Eligible Participant’s entry if further investigation is deemed necessary. By entering you agree to accept and be bound by these rules and the decision of Sponsor, which shall be final and binding in all matters relating to the Tournament. Limit one (1) entry per authorized Account holder.

**3. Disclaimer.** Sponsor will not be responsible for (a) any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Sponsor (although the Sponsor will take reasonable precautions to ensure reasonable safety); or (d) any printing or typographical errors in any materials associated with the Tournament. Additionally, in accordance with the [Battle.net End User License Agreement](#) and without limiting Sponsor's rights therein, Sponsor retains the right to modify or delete content, data, digital cards, accounts, statistics, user profiles, and any information created, accumulated, stored or uploaded to an Account at any time and for any reason at its sole discretion.

**4. Tournament Period.** Registration for the Tournament shall commence on or about 12:00 PM PDT June 27, 2016 (the "Start Date"), and shall continue in duration until the earlier of 11:59 AM PDT August 14, 2016. All Tournament matches must be played in accordance with these official Tournament Rules.

### **5. Summer Series Teams, and Participation in the Tournament**

A. Summer Series Teams. The Tournament will determine the top Overwatch® "Summer Series Team" each week during the Tournament. Summer Series Teams will be made up of six (6) to fifteen (15) Eligible Participants who have an Overwatch license attached to their Battle.net account, and who attend the same college or university. Summer Series Teams may utilize coordinators in this Tournament, however, all coordinators must (1) meet the eligibility requirements for this Tournament, and (2) have been accepted into Sponsor's Coordinator Program ("Coordinator"). If you are interested in the Tespa Coordinator Program, go to <https://compete.tespa.org>. Each Summer Series Team shall designate one Eligible Participant on the team who operates as the "Team Captain;" Team Captains will designate the Summer Series Team members as players in their assigned matches. Teams can field any Eligible Participants or alternates listed on their team however only the six (6) members designated as 'players' are eligible to receive a prize. All Summer Series Team members must be Eligible Participants and must separately enter in order to participate. Competition in the Tournament shall take place on Overwatch Servers designated by Sponsor, and in accordance with the Battle.net End User License Agreement.

#### B. Weekly Tournaments.

(i) Format. Each weekend during the Tournament, Sponsor will hold a weekly tournament ("Weekly Tournament"). Weekly Tournament matches will be assigned on the 'Brackets' tab on the Tespa Compete website. Matches can also be seen on the 'My Matches' tab of the Tournament when logged in to <https://compete.tespa.org>. Each match is assigned a match time, and each Summer Series Team must be online and ready to play at this time. Matches can be played earlier if both Summer Series Team captains agree and they document the agreement in writing (for e.g. a screenshot of the in-game chat, email, etc.). Matches cannot be played after a scheduled match time. If a match is played earlier, the winning Summer Series Team must wait until the scheduled match time to report the score. If both Summer Series Team captains do not agree to play earlier, failure of a Summer Series Team to be online during the scheduled round time within 20 minutes after the round begins will result in a forfeit of the match. For each of the matches in the Weekly Tournament, the first map played in a Match will be designated by Sponsor and played in the 'competitive' mode. For the final match of the Weekly Tournament, the top two (2) teams will engage in a single match utilizing a "best of three," tournament format, with two (2) additional maps.

(ii) Tournament Progression. For each Weekly Tournament, the Summer Series Teams will be randomly placed in groups of eight (8) teams that will then compete on that Saturday

in a Swiss style tournament, where the top four (4) teams in each group will advance to the Championship Bracket of the Weekly Tournament. If there are more than 256 eligible teams participating in a weekly tournament the top one (1) team in each group will advance to the Championship Bracket. The Summer Series Teams that reach the Championship Bracket of each Weekly Tournament will compete on that Sunday in a single elimination tournament to determine the top three (4) teams. Thereafter, the top two teams will compete in a “best of three,” final match to determine which Summer Series Team will finish as the overall winner.

(iii) Prizing.

a. The six (6) eligible participants who are the designated Team members of the Summer Series Team, as well as the Team’s Coordinator, that places first in a Weekly Tournament will receive a Battle.net code via email that will add \$40.00 in battle.net balance to the eligible participant’s Battle.net accounts.

b. The six (6) eligible participants who are the designated Team members of the Summer Series Team, as well as the Team’s Coordinator, that places second in a Weekly Tournament will receive a Battle.net code via email that will add \$20.00 in battle.net balance to the eligible participant’s Battle.net accounts.

c. The six (6) eligible participants who are the designated Team members of the Summer Series Team, as well as the Team’s Coordinator, that places third in a Weekly Tournament will receive a Battle.net code via email that will add \$10.00 in battle.net balance to the eligible participant’s Battle.net accounts.

## **6. Tournament Rules.**

A. Cheating. Eligible Participants must compete to the best of their ability at all times. It is each Eligible Participant’s responsibility to know and understand the rules as they exist during the Tournament period. Any form of cheating will not be tolerated. If the Sponsor determines that an Eligible Participant is cheating or otherwise interfering with the Tournament, the Eligible Participant will be immediately disqualified and removed from the Tournament and may be restricted from participating in any events in the future, and have all of their licenses to all Blizzard Entertainment games revoked. Eligible Participants may be requested to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Examples of cheating would include, without limitation:

i. Actions to intentionally alter or attempt to alter the results of any match, including losing a match to advance one Team or another Team’s position in the Tournament. If Sponsor determines that a Eligible Participant is colluding or match fixing, the Eligible Participant will be immediately disqualified and removed from the Tournament and may be restricted from participating in future events and have all of his or her licenses to all Blizzard games revoked; and

ii. Attempts to interfere with another Eligible Participant’s connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and

iii. Any incidence of Eligible Participants allowing individuals who are not the Eligible Participants to play on an Eligible Participant’s Battle.net account in any of Blizzard games.

**ALL ELIGIBLE PARTICIPANTS MUST BE VERIFIED BY SPONSOR TO ENSURE THEIR ELIGIBILITY PRIOR TO BEING DECLARED A WINNER (AS DEFINED BELOW) AND/OR RECEIVING ANY PRIZE. DISPLAY OF STATISTICS IN THE GAME (E.G. ON A LEADERBOARD) DURING THE TOURNAMENT PERIOD DOES NOT ENTITLE ANY ELIGIBLE PARTICIPANT TO A PRIZE.**

B. Gambling. Eligible Participants are not allowed to place or attempt to place wagers on any matches or actions in, or around, any Blizzard title.

C. **Unsportsmanlike Behavior.** Should Sponsor determine that an Eligible Participant commits, or threatens to commit, violent acts against any other Eligible Participant in the Tournament, a Sponsor representative, or any spectator of the Tournament, or engages in any unsportsmanlike behavior, the Eligible Participant may be disqualified from the Tournament. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Tournament; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ELIGIBLE PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE TOURNAMENT OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**7. Collection of Information.** The information necessary to operate the Tournament was collected by Sponsor at the time that each Eligible Participant completed the Tournament entry form and registered a Battle.net account with Blizzard Entertainment, Inc. , and without limiting Sponsor's rights under its privacy policies with regards to its use of the information, will be used to contact Eligible Participant specifically for operation of the Tournament. The Tournament is not open to anyone under the age of majority in Eligible Participant's country of citizenship, and in the event that Sponsor becomes aware that an Eligible Participant is under the age of majority in Eligible Participant's country of citizenship and such Eligible Participant's parent or guardian has not provided specific permission to Sponsor for Eligible Participant to participate in this Tournament, Sponsor will delete, erase or destroy any and all personally identifiable information related to the Tournament. Information collected in connection with the Tournament will otherwise be collected in accordance with Sponsor's privacy policy, available at <http://TeSPA.org/privacy/>. By agreeing to these Official Rules, each Eligible Participant also agrees to the terms of Sponsor's privacy policy.

**8. Sponsor Use of Entries.** Eligible Participant hereby agrees that in consideration of Eligible Participant being allowed the opportunity to enter the Tournament, Sponsor, its parent, subsidiaries and affiliates, shall have the perpetual, non-exclusive, worldwide license and right to utilize Eligible Participant's name, character, likeness, and a biography of Eligible Participant. Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit Eligible Participant's name, character, likeness, and a biography of Eligible Participant in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to Eligible Participant or any other person or entity. Eligible Participant agrees to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this Section 13.

**9. General Release.** By entering the Tournament, Eligible Participant releases Sponsor and any of its parent companies, subsidiaries, affiliates, directors, officers, employees, representatives, agents and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Tournament (including, without limitation, participation in the Tournament) or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or

portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Some jurisdictions do not allow the exclusion of implied warranties on applicable statutory rights, so the above exclusions and limitations may not apply in some cases.

**10. License Agreement.** Eligible Participants are at all times subject to the terms of Sponsor's Battle.net End User License Agreement, available at <http://us.blizzard.com/en-us/company/legal/eula.html>. Should any Eligible Participant be found in violation of the Battle.net End User License Agreement, such Eligible Participant will not be eligible and will be automatically disqualified from the competition and Sponsor reserves all rights to claim any equitable or legal remedies for loss, and remedies under breach of contract, due to the violation of the Terms of Use License Agreement.

**11. Publicity Release.** Sponsor shall have the right to utilize an Eligible Participant's name, bio and likeness in advertising for the Tournament as well as in historical promotion of the Tournament. Sponsor also shall have the right to have the Tournament broadcast or re-broadcast (including via Internet transmission and wireless networks) by itself and/or the broadcast partner(s) without further payment to Eligible Participant.

**12. Affidavit & Release.** As a condition of being awarded any prize, winners may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability. In the event that a winner is under the age of majority in his or her country of residence, winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit within seven (7) days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Sponsor.

**13. Winners List; Rules Request.** A list of winners will be posted at <http://compete.tespa> no later than August 18, 2016 and will remain available until March 1, 2017. For a copy of the winners list, send a stamped, self-addressed, #10 business-size envelope (4 1/8" x 9 1/2") after August 18, 2016, and before March 1, 2017 to Sponsor at, "2016 TeSPA Summer Series Collegiate Championship - Winners List, c/o TeSPA, P.O. Box 18979, Irvine, CA 92612." To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, "2015 TeSPA Summer Series Collegiate Championship - Rules Request, c/o TeSPA, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.

**14. Copyright Notice.** The Tournament and all accompanying materials are copyright © 2016 TeSPA, Inc., and its respective licensors. All rights are reserved.

**15. Miscellaneous.** Eligible Participants acknowledge that Blizzard Entertainment, Inc. may patch or update Overwatch at any time to fix bugs, change balance, or add features, and the Tournament will continue regardless. The Tournament and these Official Rules will be governed, construed and interpreted under the laws of the state of California in the United States, provided that Sponsor shall have the right to disqualify Eligible Participants that are rendered ineligible due to local law. Eligible Participants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any Eligible Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Tournament, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Sponsor, Sponsor reserves the right to limit the number of Eligible Participants. Eligible Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament

or any other Eligible Participant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Tournament. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If an Eligible Participant has any questions about these Official Rules or the Tournament, please email them to [compete@TeSPA.org](mailto:compete@TeSPA.org) or send written questions to: 2016 TeSPA Summer Series Collegiate Championship c/o TeSPA, P.O Box 18979, Irvine, CA 93623.

**16. Tournament Sponsor.** The sponsor of the Tournament is TeSPA, Inc., c/o 2016 TeSPA Summer Series Collegiate Championship, P.O Box 18979, Irvine, CA 92623.