



## **2019 TESPA VARSITY SERIES OFFICIAL RULES**

### **INTRODUCTION**

These 2019 Tespa Varsity Series Rules, including any updates, amendments or supplements thereto (the “Official Rules”) govern qualification and competitive play in the Tespa Varsity Series (the “Tournament”). These Official Rules apply to all Teams, Team Managers, Team Staff and Players (as defined herein and collectively referred to as “Participants”) who participate in the Tournament or any event related to the Tournament. These Official Rules have been designed to ensure the integrity of all competition, protect the image and reputation of Tespa, and create a consistent and high-quality experience for members of the public that view Tespa events.

These Official Rules form a contract between Participants and Tespa, Inc. (“Tespa”). These Official Rules establish the general rules of tournament play, including rules governing use of *Overwatch* (the “Game”) in the Tournament, player eligibility, tournament structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms. Each Participant is required to read, understand, and agree to these Official Rules before participating in the Tournament.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN THE TOURNAMENT ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 13 AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, WHICH YOU SHOULD REVIEW CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES.

Tespa will designate certain employees, agents, or other representatives to serve as “Tournament Administration” to operate the Tournament, implement these Official Rules, and serve as the point of contact for Participants.

If a provision of these Official Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Official Rules or the validity or enforceability in other jurisdictions of any other provision of these Official Rules.

### **1. ACCEPTANCE OF OFFICIAL RULES**

**1.1 Acceptance.** Each Participant must agree to these Official Rules to participate in the Tournament. You may accept these Official Rules by any one of the following methods:

- A. Registering to participate in the Tournament:
- B. Participating in any match that is part of the Tournament.

**1.2 Changes to and Enforcement of these Rules.** The field of esports competitions is still relatively new and changing rapidly and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, subject to the approval of the Régie des alcools, des courses et des jeux, Tespa in its sole discretion: (a) may update, amend, or supplement these Official Rules from time to time, and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Tespa's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Tespa's sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Tournament event in which the changed rules will apply. Participation in the Tournament will constitute acceptance of the changed rules. Changes to any terms regarding resolution of disputes will be governed by the provisions of the applicable section.

## **2.PLAYERS**

**2.1 Eligibility.** To be able to compete as a "Player," in the Tournament you must:

- A. Be in Good Standing with respect to any Game licenses or Game accounts registered in your name, with no non-disclosed violations of the Game's applicable License Agreement (s);
  - i. "Good Standing" can be defined as being free of any suspensions, bans, or other incidents of account discipline lodged against any Blizzard Battle.Net account registered in your name by the publisher of the Game during the Tournament, or during the six (6) months period preceding the commencement of the Tournament;
- B. Be over the age of majority in your jurisdiction of residence;
  - i. 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 a Participant if you otherwise meet all of the eligibility criteria set forth herein and one of your parents or legal guardians read and agree to these Official Rules on your behalf;
- C. Be a legal resident, or a legal temporary resident, of the United States or Canada;
- D. Be currently enrolled during the Tournament Period as a student with at least full-time status in an Eligible Institution.
  - i. An "Eligible Institution" is an institution of higher education that: (a) grants associate, baccalaureate, master's or doctorate degrees; and (b) either is located in the United States and is accredited by an accreditor that is

recognized by the Secretary of the U.S Department of Education, or is located in Canada; and (c) has a physical campus location where more than 50% of the student body attends classes offline; and (d) has been identified as a “Varsity School” at the sole discretion of Tespa.

ii. Tespa reserves the right to waive the full-time enrollment requirement for individual Players at its sole discretion;

1. that Player must provide adequate documentation that they are mentally or physically unable to enroll as a full-time student, or that they are graduating on or before December 21, 2019 and do not need a full-time credit load in order to graduate.

E. Not be a director, officer, or employee of Tespa or any entity which controls, is controlled by, or is under common control with Tespa or Blizzard Entertainment;

F. have registered for a Free Tespa Compete account at <https://compete.tespa.org/register>; and

G. Agree to be bound by these Official Rules.

**2.2 Verification of Eligibility.** Eligible Participants must first log into <https://compete.tespa.org/login>, then 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 Game account submitted at time of entry. Tespa 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. Limit one (1) entry per Participant.

**2.3 Disclaimer.** Tespa 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 Tespa (although the Tespa 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 Game’s End User License Agreement and without limiting the Game publisher’s rights therein, the Game publisher retains the right to modify or delete content, data, accounts, statistics, user profiles, and any information created, accumulated, stored or uploaded to the Game or any account at any time and for any reason at its sole discretion. **Tespa is not responsible for any incorrect or inaccurate information, whether caused by participants in the Tournament or users of the Game, or by any of the equipment or programming associated with the Tournament, or by any technical or human error, which may occur in the processing of registrations or entries into the Tournament, or otherwise in connection with the**

**Tournament including, without limitation, any technical limitation or other event that results in the disqualification or loss of ranking status of any participant in the Tournament.**

**2.4 Player names.** Players may use Battle Tags or handles during the Tournament. Players must use an acceptable name in all Tournament competition. Tournament Administration reserves the right to revoke the eligibility of any Participant whose Battle Tag or handle is offensive, toxic, or incorporates any third-party intellectual property. Restrictions on Battle Tags and Handles include, but are not limited to the following:

- A. Player names may not include a sponsor name.
- B. Player names may not include a product name or description.
- C. Player names may not include any words that are purely commercial.
- D. Player names may not impersonate a Tournament Administrator.
- E. Player names must comply with these Official Rules.
- F. Tespa has the right to request a Player name change for any reason, not restricted to the above.

### **3. TEAMS**

**3.1 Tournament Teams.** A "Team" will consist of up to six (6) Players, six (6) optional Substitutes, and an optional Team Manager. Only one team from each Eligible Institution will be allowed to participate in the Tournament.

**3.2 Team Management.** Each Team must have a single individual designated as Team Captain. Each Team may have a single individual designated as Team Manager.

**3.2.1 Team Manager.** The Team Manager will act as a Team's primary contact for all roster changes, rule disputes, and other communication between Teams and Tournament Administration. The Team Manager may not participate in Tournament matches.

**3.2.2 Team Captain.** In the case that a team does not have a team manager, the team Captain will act as a Team's primary contact for all roster changes, rule disputes, and other communication between Teams and Tournament Administration. The Team Captain can be used, in all purposes, as a player. This role may be transferred to any other Player or Substitute on the Team outside of any Roster Locking (3.4.3) periods.

**3.3 Designation.** Team Managers must apply and be accepted before final Roster Locks. In the event of a Team Manager change, Tournament Administration must be informed by the Team.

#### **3.4 Roster Requirements.**

- A. **Players.** Each Team may designate up to six (6) starting Players.
- B. **Substitutes.** Each Team may designate up to six (6) substitute Players. These Players may replace Players during the Season. Teams may utilize any available substitute who is present on their Roster.

- C. Roster Locking.** Throughout the tournament, rosters may have roster locking periods, where rosters will be unable to be altered prior to upcoming matches. During a roster lock period, teams will not be able to add or remove players from their rosters. A roster lock schedule will be posted on [compete.tespa.org](http://compete.tespa.org) at all times during the Tournament Period.

**3.5 Required Information.** The following is a list of required information for Players. This will need to be provided for every roster submission and change.

**A. Full Name**

- B. Player Game Account Name** – Example: Krusher99#9999 (This is case sensitive). If a Player makes a change to his or her Battle Tag, the change must be done prior to a roster lock.

**C. Player School**

**D. Player Email**

- E. Other.** For reasons including, but not limited to: press, broadcast, and live events, Tespa may request information other than what is outlined above, including but not limited to: Player Photos, game statistics, and more.

## **4.0 TOURNAMENT STRUCTURE**

**4.1 Match Format.** Each match will be a best of three (bo3) or a best of five (bo5). The first map of the set will be determined by Tournament Administration in advance of the tournament. The loser of each map will choose the next map to be played from a predetermined pool. The winner will choose whether they would like to attack or defend on that map.

- A. Best-of-3.** Each Best-of-3 match will consist of up to three (3) Game matches on three maps, with the first team to two (2) map wins winning the match. If neither team wins two (2) maps, the team with the most wins will win the match.
- B. Best-of-5.** Each Best-of-5 match will consist of up to five (5) Game matches on three maps, with the first team to three (3) map wins winning the match. If neither team wins three (3) maps, the team with the most wins will win the match.
- C. Ties.** In the case of a tie, the team that lost the previous map will choose the next map and the team that won previously will select the whether they would like to attack or defend. If the match set is tied, additional maps will be played until a team meets an appropriate win condition.

**4.2 Tournament Period.** The Tournament will take place from **September 21, 2019** to **December 14, 2019**.

**4.3 Tournament Stages.** The Tournament will consist of three main stages, which are interconnected and seeded in various ways to ensure a fair and fun experience for all participants.

- A. Tespa Varsity Network.** Any Team wishing to compete in the Tournament will need to apply for, and be accepted into, the Tespa Varsity Network. An application link and acceptance criteria will be available for review on [compete.tespa.org](http://compete.tespa.org).
- B. Auto-bid.** All existing and new members of the Tespa Varsity Network will be considered to qualify for the Invitational via auto-bid. Twelve (12) teams will be selected to advance to the Varsity invitational based on criteria created by Tespa at its sole discretion. The selected teams will be notified by **August 27, 2019**.
- C. Qualifiers.** All eligible teams that were not selected in the auto-bid process will have an additional opportunity to qualify for the Varsity Invitational via two Qualifier tournaments. Teams will be seeded randomly into a single elimination bracket. The top two teams in each single elimination bracket will qualify to compete in the Varsity Invitational. Two Qualifiers will be held, meaning four teams will qualify for the Varsity Invitational from this stage.
- D. Varsity Invitational.** All qualifying teams from the auto-bid and the Qualifiers will be placed into one of two regions based on relative geographic location. Each region of eight (8) teams will play matches in a round robin format. At the end of the round robin, the top four (4) teams from each group will advance to the Varsity Playoff. The bottom four (4) teams in each group will have the opportunity to qualify for the playoffs via the Play-in tournament.
- E. Second-Chance Bracket.** All teams that did not qualify for the Varsity invitational will be placed in a second-chance bracket. Teams in the second-chance bracket will be randomly seeded into a standard Swiss-pairing style ("Swiss") tournament, where they will compete over the internet for eight (8) rounds of Swiss pairing. All matches inside the current round must be completed at which point all new pairings for the upcoming round will be made based on the results of the previous round. These pairings will be based on the Swiss record of the Players throughout the Second Chance Bracket. Starting with the teams with the best record, teams are randomly paired against other teams with the same record that they have not played previously in the tournament. If there are no teams left with the same record, the remaining team will be paired against a random team with another record. Any teams with the same match record will be ranked according to three sequential tie breakers titled "A," "B," and "C":
- a. Tiebreaker A.** Tiebreaker "A" is the highest priority and will be decided by which team has beaten the strongest opponents. In the event that teams are tied with the same amount of match wins at the end of the season, the team with the stronger opponents will be seeded higher. This is calculated with the win/loss of all a team's opponents for that phase and add them together ("A score"). No opponent may contribute less than a 3 to a team's score.
  - b. Tiebreaker B.** In the event that any scores from Tiebreaker A are also tied, the team with the stronger opponents will be seeded higher. This is calculated with the cumulative A Score of all a team's opponents ("B score").

- c. Tiebreaker C.** If both “A” and “B” methods result in a tie, the team that received their first loss later in the tournament will be seeded higher.
- F. Play-in.** All teams from the Second-Chance Bracket and the bottom eight (8) teams in the Varsity Invitational will be seeded into a single elimination, best-of-five (bo5) tournament for an opportunity to qualify for playoffs. The top two teams in the bracket will qualify for playoffs. The eight teams from the varsity invitational will receive the top eight seeds in the bracket, with their performance in the round robin determining their seeding. Strength of region will determine which team gets the higher seed if no head-to-head data is available. All teams from the Second-chance bracket will be seeded afterward, with their Swiss records used for seeding.
- G. Playoffs.** The ten (10) qualifying teams will be seeded into a two-tower, five-floor, Single Elimination bracket. Each tower will be divided by Varsity Invitational region, with the two qualifiers from the play-in being randomly placed in a tower. Each tower will be seeded so that each play-in team plays the fourth strongest team, the third strongest team will receive a first round bye and play the winner of the play-in team and the fourth strongest team, the second strongest team will receive a first and second round bye and play the winner of the third strongest team and their opponent, and the strongest team will receive three byes and play the winner of the second strongest team and their opponent. The winner of each of the two towers will play each other in a final match to determine the first-place winner.

**4.3 Tournament Schedule.** Tournament Administration reserves the right to reorder the match schedule within a given day and/or change the date of the match to a different date, or otherwise modify the schedule of matches. If the schedule is modified, Tournament Administration will inform all Teams at its earliest convenience. For a full schedule of matches, please go to [compete.tespa.org](http://compete.tespa.org).

- A.** It is the full responsibility of the Team Manager and captain to notify team members of changes or delays in tournaments.

**4.4 Rescheduling.** Matches that are not playoff matches or matches selected for a broadcast may be rescheduled to any time before the assigned match time. Varsity Invitational matches may be rescheduled any time before the deadline.

## **5. MATCH DETAILS**

**5.1 Map Rotation.** For all sections of the Tournament, the initial map will be assigned by Tournament Administration, and the subsequent maps will be chosen from a set of maps within each game type by the losing team. Maps for the tournament will be posted on Compete as well as assigned in the Match Assignment emails.

- A. Game Set:** All game types permitted in Overwatch Competitive Play could be selected in the Tournament.

- B. Tournament Map Pool.** All maps permitted in Overwatch Competitive Play could be selected in the Tournament.

**5.2 Match Settings.** All games should be played with the “Competitive” pre-set selected. All maps except for the map to be played should be set to “off”. All heroes communicated to be banned (if any) should also be set to “off”. The lobby should be set to “Invite Only.” Kill-cams should be set to “off”. The “Limit 2 per Role” setting should be set to “on.”

## **6. MATCH RULES**

**6.1 Game Restarts.** The decision of what circumstances merit a game restart are solely at the discretion of Tournament Administration. Restart protocol will be decided by Tournament Administration and communicated to the team before being executed.

**6.1 Results.** Competitors will be responsible for confirming and recording all game and match results on the Compete website.

**6.3 Technical Issues.** Players are responsible for any of their own technical issues, including hardware, software, or internet issues.

**6.4 Streaming and Spectating.** Players will be allowed to stream their matches during the Tournament from their own perspective. Players streaming do so at their own risk. Participants on a roster of a Team in a match may spectate that Team only in that match using “Spectate red only” or “Spectate blue only.”

**A.** Spectators may stream Tournament matches so long as there is a 3-minute delay in the broadcast, and the sponsorship requirements in Section C below are followed. Spectators not on a roster may spectate with permission from both teams participating in the match. Spectators may also spectate both teams with Page 11 of 22 permission from both teams. Tespa or Tournament Administration may revoke any spectator or Participants’ streaming privileges at any time upon giving notice.

**B.** Any broadcast of a Tournament match, whether live or pre-recorded, may only be broadcast during times when Blizzard Entertainment’s Overwatch League is not broadcasting live content.

**C.** Tournament matches may not be broadcast on any channel which displays or otherwise broadcasts sponsored content in any form without Tespa’s prior written approval. Tespa must approve of all sponsored content on any channel which broadcasts content from the Tournament. Such sponsored content must not conflict with Tespa’s core values or existing sponsors of the Tournament, Tespa, or the Game, as determinable in Tespa’s sole discretion.

**6.5 Pauses.** Ultimately, players are responsible for their own connection. A team may request a pause only in the presence of a technical issue. If you are the Team who controls the lobby, you must still request the pause and receive confirmation from the opposing team before initiating the pause. Teams must wait until the conclusion of any ongoing team fight before pausing. The default pause configuration is Ctrl+Shift+=. Each team may request a maximum of three (3) pauses per match, with each pause having a maximum duration of five (5) minutes. The team that does not request the pause must confirm the end time of the pause via the in-game ‘match chat’ once a pause is initiated. If a team does not unpauses before their allotted



time is depleted, they immediately use their next pause and add five (5) minutes to the current pause timer. If a team has no pauses left and their pause timer runs out, the Team that requested the pause will be forced to forfeit the current map.

**A. Pause Communication.** Pause requests will be communicated in match chat during an ongoing match. The details of why a pause is requested must be communicated to the opposing team.

**6.6 Playing “Man-Down”.** Games may continue with a Team playing “Man-Down” (where a player fails to reconnect or solve technical issues and cannot participate in the remainder of the game). Games may not begin with a team playing “Man-Down”. If a Team is unable to field the required number of players by the final match start time, that team will be required to forfeit.

**6.7 No-Show.** Six (6) Players from each Team must be present in the match lobby within twenty (20) minutes of the scheduled match time. If a Team is unable to field the required number of players by the final match start time, the team will be required to forfeit. Offending teams may request additional time from their opponents if it does not cause Tournament delays. It is at the sole discretion of the opponent whether or not they would like to allow additional time. Teams that no-show any one (1) match in the Varsity Invitational without notifying their opposing team within 24 hours of the match in writing will be dropped from the tournament.

**6.8 Reservation of Rights.** Tournament Administration reserves the right to cancel, suspend and/or modify Tournament competition, or any part of it, if any fraud, technical failures, human error or any other factor within or outside of Tournament Administration’s control impairs the integrity or proper functioning of Tournament competition, as determined by Tournament Administration. If Tournament competition is so terminated, Tournament Administration reserves the right to determine the winners of said competition from among all non-suspect, eligible Participants.

## **7.COMMUNICATION**

**7.1 Lobby Creation.** Participating Teams are responsible for inviting the opposing team and creating match lobbies and matches prior to their match start time.

**7.2 Server Selection.** The team marked as “Team 1” on a match page on the Tespa Compete website may request to play the first match on the server closest to them. After a map is played, the losing team may request to switch servers for the next map. Instructions on how to do this will be provided by the Tournament Administration upon request.

**7.3 Announcements.** Large announcements, general information, ruleset, and bracket can be found via [Compete.tespa.org](https://Compete.tespa.org), emails, and the official Tespa Compete Discord server. These sources can serve as an information hub for teams.

**7.4 Email.** Players may email [compete@Tespa.org](mailto:compete@Tespa.org) for any issues that they experience, or to provide feedback as necessary. This method will often receive slower responses than reaching out to administrators via the Tespa Compete Discord channel.

## **8. CONDUCT**

**8.1 Sportsmanship and Professionalism.** All Participants are required to act in a respectful and sportsmanlike manner at all times and abide by the Official Tournament Rules. Tournament Administration maintains the sole right in judgement for violations of these rules and standards of integrity for good sportsmanship.

**A.** Participants may not use language or engage in conduct that is deemed by Tournament Administration to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, Players may not promote or incite hatred or discriminatory conduct. Participants may not use this type of language in connection with Tespa's competitions, on social media, or in any public events such as streaming.

**B.** Participants shall treat all individuals watching or participating in a Tespa event with respect. Participants may not take any action or perform any gesture directed at another Participant, Tespa Admin, or any other party or incite others to do the same which is abusive, insulting, mocking, or disruptive. Players may not use obscene gestures or profanity in their Battle Tags, player handles, game chat, lobby chat or live interviews. This includes abbreviations and/or obscure references.

**C.** Participants may not offend the dignity or integrity of a country, private person or group of people through contemptuous or discriminatory words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion, financial status, birth or any other status, sexual orientation, or any other reason.

**D.** Participants are expected to behave in a professional manner as determined by Tournament Administration. This includes being on time for all scheduled matches and ready to play. Participants must respond to requests from Tournament Administration in a timely manner.

**8.2 Competitive Integrity.** Teams are expected to play at their best at all points during any match and will maintain behaviors consistent with the principles of good sportsmanship, honesty, and fair play. Tournament Administration maintains the sole right in judgement for violations of these rules and standards of integrity for competitive play. Unfair conduct includes but is not limited to the following conduct:

**A. Best Ability.** Participants must compete to the best of their ability at all times.

**B. Betting and Gambling.** Participants may not, directly or indirectly, conduct, promote or benefit from any act of betting or gambling on or in connection with any matches.

**C. Collusion.** Participants shall not conduct or promote any act of collusion. Collusion is any agreement among two or more Participants to disadvantage opposing Participants.

**D. Match Fixing.** Participants shall not offer, conspire or attempt to influence the outcome of a match by any means other than competitive play.

**E. Hacking.** Participants shall not conduct or promote any act of hacking or modifying the Game.

**F. Cheating.** Cheating will not be tolerated. It is each 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 Tespa determines that a Player, Team Manager or any of their agents or other representatives is cheating or otherwise interfering with the Tournament, that individual will face penalties determined by Tournament Administration. Examples of cheating would include, without limitation:

1. Actions to maliciously 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;
2. Attempts to interfere with another person's connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and
3. Playing or allowing another person to play on a Battle.net account registered in someone else's name.

**8.3 Main Accounts.** Players must connect their "main" Blizzard Battle.net account to Tespa Compete to compete in Tespa Programs. Your main account, for this purpose, is defined as the account in which you have the highest rank or most play time. Players found actively hiding their main accounts may face repercussions and penalties at the discretion of the Tournament Administration.

## **9. TOURNAMENT PRIZING**

**9.1 Participation Prizing.** All Participants who are registered as a Player, Captain, Substitute, or Team Manager on any team that participates in all of their assigned matches will receive a custom Overwatch-themed lanyard, with an approximate retail value of \$5.00 USD.

**9.3 Playoffs Prizing.** In addition to receiving a Participation Prize, up to 13 Participants registered as a Player, Captain, Substitute, or Team Manager on any team that qualifies for the Playoffs will receive a custom-made 'Varsity Jacket', with an approximate retail value of \$120.00 USD.

**9.4 Championship Prizing.** The Team that achieves first place in the Tournament shall receive a commemorative trophy, with an approximate retail value of \$5,000.00 USD.

**9.5 Prizing Terms.** No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Tespa reserves the right to substitute a prize of equal or greater value for any prize. Any prize won by an eligible Minor will be awarded in the name of their parent or legal guardian. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). STATE, LOCAL TAXES, INCLUDING TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winners may be required to complete and submit to Tespa an IRS form W-8 or W-9 (IRS W-8 BEN form in the case of Canadians) and other documentation as a condition of receiving any prize.

## **10. DISCIPLINARY ACTION**

**10.1 Investigation of and Right to Monitor Compliance.** To preserve the integrity of Tournament competition, Tournament Administration will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules, and impose sanctions for violations. Participants agree to cooperate with Tournament Administration in any such investigation. The failure by a Participant to cooperate with any internal or external investigation conducted by Tournament Administration or its designee relating to a violation of these Official Rules is itself a violation of these Official Rules, including without limitation being untruthful or withholding, tampering with, or destroying evidence.

#### **10.2 Assessment of Penalties**

**A.** Any violation of the Official Rules by one or more members of a Team will be subject to penalty. The nature and extent of penalties imposed will be determined by Tournament Administration. All decisions of Tournament Administration regarding rules violations or other issues regarding the Tournament are final.

**B.** Penalties for rule violations will be assessed by Tournament Administration. These penalties will vary in range between loss of side or map selection, to disqualification, in direct relation to the severity of the offense and the number of offenses committed previously by the same team.

### **11. LIMITATIONS OF LIABILITY AND GENERAL RELEASE**

**11.1** As a condition to being allowed to participate in the Tournament and to the greatest extent permitted by applicable laws and regulations, each Participant agrees to release and hold harmless Tespa and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives 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 their 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.

**11.2** IN NO EVENT WILL TESPA OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE OFFICIAL RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR 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 TESPA OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.3** To the fullest extent permitted by applicable law, each Participant acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.

**11.4** Participants acknowledge and agree that Tespa and its parents, subsidiaries, and affiliates are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

## **12. GRANT OF RIGHTS**

**12.1** By agreeing to these Official Rules and participating in the Tournament, each Participant hereby grants to Tespa and its parents, subsidiaries and affiliates a perpetual, royalty-free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store, transmit, and otherwise use Participant's name, logos, trade or service marks, copyrighted material, nickname, Battle Tag (or replacement tags), initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, and backstory ("Participant Materials"), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament and the Game in general; (c) the exploitation of media rights and any group licensing or other agreements with third parties that are negotiated by Tespa or its affiliated companies, and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Tespa or its affiliated companies. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the "Licensed Materials."

**12.2 Advertising and Commercial Materials.** The grant of rights and licenses in this section includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Tespa (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Participant Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Tespa's (or its sublicensees'): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Tespa (or its sublicensees) for the

Tournament or the Game from time to time (the foregoing, the “Advertising and Commercial Materials”).

### **12.3 Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**

**12.3.1** As between each Participant and Tespa, each Participant is the sole owner of his or her Materials, except that the publisher of the Game is the sole owner of all in-Game player names (or other identifying player names or tags), avatars, gameplay data, and statistics; and any intellectual property belonging to the publisher of the Game.

**12.3.2** As between each Participant and Tespa, Tespa will be the sole owner of all of the following (collectively, the “Tournament Materials”):

**12.3.2.1** Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials);

**12.3.2.2** All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Tespa, its parents, subsidiaries, and/or affiliates and that incorporate or make use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);

**12.3.2.3** Suggestions, comments and other feedback that a Participant may provide to Tespa relating in any way to (a) the Tournament, the Game, or the business of Tespa, and (b) all improvements or enhancements to the Tournament, the Game, or the business of Tespa resulting from any such suggestions, comments and feedback;

**12.3.2.4** Data and statistics relating to a Participant’s play of the Game, and all feeds and data streams of such data and statistics; and

**12.3.2.5** Intellectual property rights in each of the foregoing existing anywhere in the world.

## **13. RESOLUTION OF DISPUTES**

**13.1 Disputes Regarding League Rules.** Tespa has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of all sections of these Official Rules which relate in any way to Tournament competition, including but not limited to all decisions regarding player eligibility, rule interpretation, competition disputes, tiebreakers, prizing, cheating, disqualification, penalties for rule violations, and player behavior (“Rules Dispute”).

**13.2 Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Tespa, its parents, subsidiaries, or affiliates may have against a Participant or that a Participant might have against Tespa, its parents, subsidiaries, or affiliates, and any dispute, claim or controversy arising out of or relating to the Tournament or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Tespa’s final, binding authority (whether under the immediately preceding paragraph or under separate written agreements entered into with

Tespa or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Tespa ("Arbitration Dispute") will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Tespa, its parents, subsidiaries, or affiliates from seeking and obtaining from any court of competent jurisdiction (without the need to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

### **13.3 Class Action and PAGA Waivers.**

**13.3.1** By agreeing to these Official Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Tespa and the Participant individually.

**13.3.2** By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Tespa; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), separately addressed in the paragraph below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Tespa agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of the foregoing paragraph and this paragraph are referred to as the "Class Action Waiver".

**13.3.3** By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the League Office agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this paragraph are referred to as the “PAGA Waiver”.

**13.3.4** In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

**13.3.5** In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

**13.4** 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.

### **13.5 Governing Law.**

**13.5.1** All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the State of California, United States of America, without



regard to choice of law principles, provided that Tespa will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This selection of governing law shall supersede any prior choice of law contained in any prior version of the Official Rules executed by the Participant.

**13.5.2** Participants agree to be bound by these Official Rules and by the decisions of Tespa with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.

**13.5.3 Changes to this Section.** Tournament Administration will provide 60 days' notice of any changes to the terms of these Official Rules regarding resolution of disputes. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

**14. WINNERS LIST; RULES REQUEST.** A list of winners will be posted at <http://compete.tespa.org> no later than seven (7) days after the completion of the Tournament, and will remain available for at least six (6) months thereafter. For a copy of the winners list, send a stamped, self-addressed business-size envelope to Tespa at the address listed below, "Tespa Varsity Series - Winners Request, 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 Tespa at the address listed below, "Tespa Varsity Series - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.

**15. MISCELLANEOUS.** Participants acknowledge that the publisher of the Game may patch or update the Game at any time to fix bugs, change balance, or add features, and the Tournament will continue regardless. Tespa is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Tournament, including any injury or damage to Participant's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Tespa reserves the right to change any section of these Official Rules at any time in its sole discretion (except with regards to the provisions governing resolution of disputes, which may be changed by Tespa according to the terms of such section), and to suspend, cancel or modify the Tournament or any Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Tespa's control affect the administration, security or proper play of the Tournament, or Tespa 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 Tespa, Tespa reserves the right to limit the number of Participants. Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Tespa, the Tournament or any other Participant (in each case as determined in Tespa's sole discretion) are subject to disqualification from entry into the Tournament. Tespa 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 a Participant has any questions about these Official Rules or the Tournament, please email them to [compete@tespa.org](mailto:compete@tespa.org).

**16. TOURNAMENT SPONSOR.** The sponsor of the Tournament is Tespa, Inc.

**17. COPYRIGHT NOTICE.** The Tournament, these Official Rules, and all accompanying materials are copyright © 2019 Tespa, Inc., and its respective licensors and affiliates. All rights are reserved.