

2017 HEARTHSTONE SUMMER SERIES
OFFICIAL COMPETITION RULES

Please read these rules before entering the 2017 Tespa Collegiate Series: Hearthstone (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 OR WIN. TESPA, INC., (“SPONSOR”) IS THE SPONSOR OF THIS TOURNAMENT. THIS TOURNAMENT IS OPEN ONLY TO INDIVIDUALS WHO, AS OF JUNE 7, 2017: (A) ARE LEGAL RESIDENTS OF THE UNITED STATES OR CANADA; (B) ARE OF THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE; (C) ARE CURRENTLY ENROLLED, OR ENROLL, AS A PART-TIME OR FULL TIME STUDENT 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 DURING THE TOURNAMENT PERIOD; (D) HAVE A VALID EMAIL ADDRESS; (E) HAVE REGISTERED AN ACCOUNT WITH TESPA COMPETE AT <HTTPS://COMPETE.TESPA.ORG/REGISTER> (AT NO COST TO THE REGISTRANT); AND (F) HAVE AUTHORIZED ACCESS TO A FULL BATTLE.NET ACCOUNT WITH A HEARTHSTONE GAME LICENSE THAT IS 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 ACCOUNT”); G) HAVE INSTALLED THE MOST RECENT VERSION OF THE FREE TO PLAY GAME, “HEARTHSTONE” (THE “GAME”); AND HAS NOT ALREADY EARNED AN INVITATION TO THE TEAM BRAWL: HEARTHSTONE COLLEGE TOURNAMENT.

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 Player 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.

Players must have an Account which includes a valid email address. Sponsor reserves

the right to verify the email address provided to Sponsor by the Player. The Player must be a natural person who is the person who registered the Account unless the Player is a Minor using an Account registered by a parent or guardian.

2. **Verification of Eligibility.** Players must first log into <https://compete.tespa.org/login>, then complete their entry form located at <https://compete.tespa.org/hearthstone>. Players must fill out all required portions of the entry form to be eligible for consideration. Players will be required to verify that they meet the eligibility requirements for the Tournament. Every Player who plays in the Tournament may be required to provide proof of enrollment; otherwise the Player is ineligible to win a prize in this Tournament. In the event of a dispute as to the identity of the Player, 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 Player's information, or any other facet of an Player'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.

Sponsor 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.

4. **Tournament Period.** The Hearthstone Summer Series consists of four tournaments that held on or about the following dates:
 - July 1, 2017 at 8:00 AM PDT
 - July 2, 2017 at 8:00 AM PDT
 - July 15, 2017 at 8:00 AM PDT
 - July 16, 2017 at 8:00 AM PDT

Registration for each tournament will end 36 hours before the tournament starts or when 256 players register for the tournament, whichever comes first.

All Tournament matches must be played in accordance with these official Tournament Rules.

5. Tournament Format.

- a. Structure. Players will register and compete as individuals for the Hearthstone Summer Series. Competition in this Tournament shall take place on Hearthstone servers designated by Sponsor, and in accordance with the Battle.net End User License Agreement.

- b. Tournament Matches. Tournament matches shall consist of two (2) Players competing in a “best of 3”, “single class” format with three (3) decks per Player. Before the tournament Players will submit three decks lists all from the same class. One deck will be designated the “primary” deck, and the other two are the “secondary” decks. Each of the secondary decks may have up to six different cards than the primary deck. Players are not allowed to edit the cards once they have submitted their deck lists. Each game in a match is blind pick for both Players. Both players must use their Primary deck for the first game of the match. Both players may switch to any deck after each game, or can play the same deck. The first Player to win two (2) games wins the match. If a Player does not follow the above format, it is up to their opponents to document the abuse and report it to Sponsor. Players that do not follow the match format may be given a warning, game loss, re-game, or match loss, based on Sponsor’s discretion.
 - i. Matches will be assigned on <https://compete.tespa.org> and emailed to all participants. Players will be required to submit deck lists for four classes prior to the first round of the tournament.
 - ii. Each match is assigned a match time, and each Player must be online and ready to play at this time. Matches cannot be played after the scheduled match time. If a Player is not online and ready to play within 5 minutes after the round begins, that Player will receive a game loss, and after 10 minutes they will receive a match loss.
 - iii. Upon match completion, the winning Player must report the win and upload relevant screenshot files to the Tespa Compete website. In a situation where a score is unreported, then both Players will be assumed to be ‘no-show’ and not be assigned any further matches.

- c. Swiss Play. Matches will be assigned using the Swiss tournament format. Players reported as “no-shows,” by their opponents will be flagged as dropped

and not assigned any further matches The top eight players from Swiss Play will proceed to the single elimination Playoff bracket.

The number of Swiss rounds will be determined by the number of players competing in the tournament per the following table:

Number of Players	Number of Rounds
17 – 32	5 rounds
33 – 64	6 rounds
65 – 128	7 rounds
129 – 256	8 rounds

- d. Playoffs. The Playoffs for the Tournament will take place immediately after Swiss Play.. Players that advance to the Playoffs will be seeded based on their performance in Swiss Play into a top eight single elimination bracket.
- e. Game version. Players must have installed the most recent version of Game to participate in the Tournament. It is anticipated that updates to Game will be released during the Tournament, and in such an event, Players must install all updates prior to set match times. Sponsor is not responsible for any failure of an Player to install the most recent version of the Game.

6. **Tournament Rules:**

- a. Match disputes or discrepancies. If a Player is unable to report the score, reported the score incorrectly, or the other Player recorded the score incorrectly, that Player must contact Sponsor with relevant evidence within ten (10) minutes of the match conclusion.
- b. Cheating. Players must compete to the best of their ability at all times. It is each Player's responsibility to know and understand the Official Rules as they exist during the Tournament period. Any form of cheating will not be tolerated. If the Sponsor determines that an Player is cheating or otherwise interfering with the Tournament, the Player will be immediately disqualified and removed from the Tournament and may be restricted from participating in any events in the future, and have all their licenses to all Blizzard Entertainment games revoked. Examples of cheating would include, without limitation:
 - i. Actions to intentionally alter or attempt to alter the results of any match, including altering match evidence, or losing a match to advance any Player's position in the Tournament.
 - ii. Any incidence of Players allowing individuals who are not the Players to play on an Player's Battle.net account in any of Blizzard's games.

- c. Gambling. Players are not allowed to place or attempt to place wagers on any matches or actions in, or around, the Tournament.
- d. Unsportsmanlike Behavior. 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. Examples of unsportsmanlike behavior would include, without limitation:
 - i. Player commits, or threatens to commit, violent acts against any other Player in the Tournament, a Sponsor representative, or any spectator of the Tournament.
 - ii. Player in any Tournament communications promotes or alludes to racial/ethnic hatred, uses language or links that bypass the mature language filter, insultingly refers to any aspect of sexual orientation pertaining to themselves or other players, or makes inappropriate reference to human anatomy or bodily functions.

CAUTION: ANY ATTEMPT BY A USER OR PLAYER 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. Prizing.

- a. Participation Prize. Each Player who completes the first three rounds of Swiss Play will have a Dalaran Flame card back granted to their Hearthstone account.
- b. Prizing. The top 16 players from each Tournament will receive the follow prizes.

Player Placement	Prize
<u>1st – 2nd</u>	<u>Qualification for the Team Brawl (See Section 7c below)</u>
<u>3rd – 4th</u>	<u>\$200 in Blizzard balance</u>
<u>5th – 8th</u>	<u>\$100 in Blizzard balance</u>
<u>9th – 16th</u>	<u>\$50 in Blizzard balance</u>

- c. Qualifying for Team Brawl. The top two players from each tournament that are Players will qualify for the 2017 Red Bull Team Brawl: Hearthstone College Clash and shall win a prize package consisting of:

- i. Round trip coach airfare to Santa Monica, California (Sponsor may substitute ground transportation for airfare, in its sole discretion, if the Winner's residence is located within one hundred (100) miles of the location of the Tournament); and

All travel must take place on the dates and times as specified by Sponsor. Players who qualify for prizes hereunder shall be responsible, at their own cost and expense, for obtaining all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship so that they have the legal capacity to travel to the United States of America, and are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. Should an Player who qualifies for prizes hereunder be a "minor" in their jurisdiction of residence, a parent or legal guardian shall travel on the same itinerary with the Player, and shall be responsible for all of their own travel and accommodation costs including, without limitation, transportation and accommodation costs and any cost or expense associated with obtaining all the necessary visas, passports, or other travel documents issued by the government of their country of citizenship so that they have the legal capacity to travel to the United States of America.

The approximate retail price of this prize package is estimated at \$1,250.00 USD depending upon the cost of travel for the Winner.

- ii. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. Any prize won by an eligible Minor will be awarded in the name of a 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. All cash prizes will be paid in U.S. currency. Winners will be required to complete and submit to Sponsor an IRS form W-8 or W-9 (IRS W-8 BEN form in the case of Canadians) to receive a cash prize.
- iii. Alternates. If a Player is unable to attend the Team Brawl, their invite will pass down to the next highest unqualified Player. The Player who was unable to attend the Team Brawl will receive \$200 in Blizzard balance.

8. **Collection of Personal Data.** The information necessary to operate the Tournament was collected by Sponsor at the time that each Player 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 Player specifically for operation of the Tournament. The Tournament is not open to anyone under the age of majority in Player's country of citizenship, and in the event that Sponsor becomes aware that an Player is under the age of majority in Player's country of citizenship and such Player's parent or guardian has not provided specific permission to Sponsor for Player to participate in this Tournament, Sponsor will delete, erase or destroy any and all personally identifiable information related to the Tournament. The data collector is TESPAs, Inc., and the data collected will be transferred to the United States of America. Upon request, Players will be provided with access to their personal data. Player also has a right of opposition to the data collection, under certain circumstances. To exercise such right, Players may write to "2017 Tespa Hearthstone Summer Series - Personal Data," c/o TESPAs, P.O. Box 18979, Irvine, CA 92612. Players may also withdraw their personal data upon request, however this will result in disqualification from the Tournament if an Player withdraws their personal data prior to the determination and fulfillment of the prizes listed in Section 11 herein. 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 Player also agrees to the terms of Sponsor's privacy policy.

9. **Sponsor Use of Entries.** Player hereby agrees that in consideration of Player 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 Player's name, address (city, state and country), character, likeness, prize information, statements about the promotion, and biography ("Brand Materials") of Player. Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Brand Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to Player or any other person or entity, including, but not limited to or in connection with: (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 (the foregoing, the "Advertising Materials"). In consideration of being able to participate in the Tournament, each Players hereby agrees to 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 Tespa to make use of any of the rights or licenses granted herein. If requested, an Player Players agree to take, at Blizzard's expense, any further action (including execution of affidavits and other

documents) reasonably requested by Blizzard or Tespa to effect, perfect or confirm Blizzard's and/or Tespa's rights as set forth in these Official Rules.

10. **General Release.** By entering the Tournament, Player 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 waives 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, any activity or travel related to the Tournament or from any interaction with, or downloading of, computer Tournament information or the Game, and any printing or typographical errors in any materials associated with the Tournament.

EVERYTHING PROVIDED IN CONNECTION WITH THE TOURNAMENT AND THE GAME IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES OR NON-INFRINGEMENT. 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.

11. **License Agreement.** Players are at all times subject to the terms of Sponsor's Battle.net End User License Agreement, available at <http://us.blizzard.com/enus/company/legal/eula.html>. Should any Player be found in violation of the Battle.net End User License Agreement, such Player will not be eligible and will be automatically disqualified from the competition and Sponsor reserves all rights to claim any equitable or legal remedies for loss, and remedies under breach of contract, due to the violation of the Terms of Use License Agreement.
12. **Publicity Release.** Sponsor shall have the right to utilize an Player'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 Player. Additionally, upon Blizzard's request, Players who qualify for the National Championship agree to: (i) make themselves available for phone and on-camera interviews and photography sessions before, during and after the National Championship; (ii) attend media training sessions provided by Sponsor in preparation for press interviews; (iii) publicize their involvement

on their social media channels; and (iv) be willing to answer questionnaires administered by Sponsor

- 13. Ownership of Advertising Materials, Feedback, Stats and Suggestions.** Players are the sole owner of their Brand Materials, and Blizzard and Tespa are the sole owners of (a) the Advertising Materials (but not an Player's Brand Materials that are incorporated into or used in the Advertising Materials); (b) all 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 an Player's Brand Materials (but not an Player's Brand Materials that are incorporated or used therein); (c) all suggestions, comments and other feedback provided by an Player relating in any way to the Game, the Tour, the Tour Events or the business of Blizzard and all improvements or enhancements to the Game, the Tour, the Tour Events and the business of Blizzard resulting therefrom; (d) all data and statistics relating to an Player's play of the Game during the Tour, and all feeds and data streams of such data and statistics; and (e) all intellectual property rights in each of the foregoing. Each Player agrees 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 foregoing items.
- 14. 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.
- 15. Winners List; Rules Request.** A list of winners will be posted at <http://compete.tespa.org> no later than September 1, 2017 and will remain available until May 31, 2018 For a copy of the winners list, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, "2017 Tespa Hearthstone Summer Series - Rules 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 Sponsor at the address listed below, "2017 Tespa Hearthstone Summer Series - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.
- 16. Copyright Notice.** The Tournament and all accompanying materials are copyright © 2017 Tespa, Inc., and its respective licensors. All rights are reserved.

17. **Miscellaneous.** Players acknowledge that Blizzard Entertainment, Inc. may patch or update Hearthstone 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 Players that are rendered ineligible due to local law, with the understanding that any litigation respecting the conduct or organization of a publicity contest may be submitted by residents of Quebec to the Régie des alcools, des courses et des jeux for a ruling, and litigation respecting the awarding of a prize may be submitted by residents of Quebec to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement. Players agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. No automated entry devices and/or programs are permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. In case of dispute of the identity of any Winner, entries will be declared made by the authorized account holder of the email address provided at time of entry. "Authorized account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor 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 Player's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux, and/or to suspend, cancel or modify the Tournament or any Player'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 Players. Players 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 Player (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 Player has any questions about these Official Rules or the Tournament, please email them to compete@tespa.org or send written questions to:

2017 Tespa Hearthstone Summer Series c/o Tespa, P.O Box 18979, Irvine, CA 93623.

18. **Tournament Sponsor.** The sponsor of the Tournament is Tespa, Inc.