



**2016 WORLD OF WARCRAFT® ARENA AMERICAS  
CHAMPIONSHIPS COMPETITION RULES, TERMS AND CONDITIONS**

## TABLE OF CONTENTS

1. INTRODUCTION .....	i, ii
2. THE 2016 WORLD OF WARCRAFT ARENA AMERICAS CHAMPIONSHIP TOURNAMENT.....	1
2.1. Acceptance of the Official Rules.....	1
2.2. Applicability of the Official Rules.....	1
3. PLAYER ELIGIBILITY REQUIREMENTS.....	2
3.1. Regional Eligibility.....	2
3.2. Residency Requirement.....	3
3.3. Minimum Age Requirements.....	3
3.4. Ineligible players.....	4
4. CUP TOURNAMENTS.....	4
4.1. Cup Tournaments, in General.....	4
4.2. Americas Regional Tournament.....	5
4.3. Prize Awards.....	6
4.4. Travel and Expense.....	7
5. PLAYER CONDUCT .....	8
5.1. Behavior.....	8
5.2. Cheating.....	8
5.3. Illegal and Unethical Conduct.....	9
5.4. Anti-Harassment.....	9
5.5. Gambling.....	10
5.6. Alcohol and Drugs.....	10
5.7. Non-Disparagement.....	10
5.8. Interviews and the Media.....	11
5.9. Software and Hardware.....	11
5.10. Restricted Sponsorships.....	11
5.11. Disciplinary Action.....	12
6. LIMITATIONS OF LIABILITY AND DISCLAIMERS.....	13
6.1. Cap on Liability; No Punitive Damages.....	13
6.2. Disclaimers.....	13
6.3. Changes to Your Battle.net Account.....	14
7. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA.....	14
7.1. License to Use Your Brand Materials.....	14

7.2. Advertising Materials.....	15
7.3. Ownership of Advertising Materials, Feedback, Stats and Suggestions.....	16
7.4. Collection of Personal Data.....	16
8. RESOLUTION OF DISPUTES.....	17
8.1. Applicability.....	17
8.2. Negotiations.....	17
8.3. Binding Arbitration.....	17
8.4. Arbitration Procedures .....	18
8.5. Class and Collective Action Waiver.....	18
8.6. Location of Arbitration.....	19
8.7. Governing Law.....	19
9. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS.....	20
9.1. Blizzard Copyrights and Trademarks.....	20
9.2. Changes to World of Warcraft.....	20
9.3. Changes to these Official Rules.....	20
9.4. No Employment Relationship.....	21
9.5. Communications.....	21
10. GLOSSARY.....	22

## 1. INTRODUCTION

These 2016 World of Warcraft Arena Americas Championships Tournament Competition Rules, Term and Conditions govern qualification for and competitive play of World of Warcraft in the 2016 World of Warcraft Arena Americas Championships Tournament.

These Official Rules establish the rules of tournament play, including rules governing player eligibility, tournament structure, point structures, prize awards, sponsorships and player conduct. These Official Rules also contain limitations of liability, license grants and other legally binding contract terms. You are required to read and understand these Official Rules before you can participate in the Tournament.

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

## 2. THE 2016 WORLD OF WARCRAFT AMERICAS CHAMPIONSHIP TOURNAMENT

### 2.1. Acceptance of the Official Rules.

- (a) You indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the Tournament.
- (b) If you are under the age of majority (as described below), your parent or legal guardian must accept these Official Rules on your behalf. In such an event, contact Blizzard for assistance on [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com)
- (c) If you (or your parent or legal guardian if you are a minor) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Tournament.

### 2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of World of Warcraft in Tournament. Other rules apply to competitions taking place in the Asia-Pacific region, in Europe, in China and at the World Championship level.

- (b) These Official Rules are in addition to the Battle.net® End User License Agreement applicable to your use of Battle.net, the Online Privacy Policy applicable to your use of Battle.net, and the other terms and conditions governing use of the Battle.net website. The current version of the Battle.net End User License Agreement is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy is found at <http://us.blizzard.com/en-us/company/about/privacy.html>.
- (c) There is a Glossary of terms at the back of these Official Rules that explains key terms in greater detail. The Glossary is an important part of these Official Rules.
- (d) If you violate these Official Rules or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action and legal claims, as explained below.

### 3. PLAYER ELIGIBILITY REQUIREMENTS

#### 3.1. Regional Eligibility.

- (a) You may participate in the Tournament if, as of December 5, 2015, you are a legal resident of one of the following countries: United States, Australia, New Zealand, Singapore, Thailand, Malaysia, Mexico, Brazil, Chile and Argentina.
- (b) In order to be eligible to participate in the Tournament, you must have authorized access to a full Battle.net account registered on Blizzard's America Battle.net service in your own name, or in the case of a minor, in the name of the minor's parent or guardian. Your account must be in Good Standing at the start of the Tournament and remain in good standing throughout the Tournament. An Account will be considered to be in "Good Standing," if there are not any suspensions, bans, or other incidents of Account discipline lodged against the Account by Blizzard during the Tournament, or during the six (6) months period preceding the commencement of the Tournament. Also, a Battle.net light account is not sufficient for participation in the Tournament.
- (c) Your Battle.net Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (d) In order to be eligible to participate in the Tournament, you must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Battle.net Account, unless you are a minor using a Battle.net Account registered by your parent or legal guardian.

### 3.2. Residency Requirements.

- (a) If you want to participate in the Tournament you must provide Blizzard with proof that you are either a citizen or a legal resident of a country in the Americas region whose residents are eligible to participate in the Tournament by providing Blizzard with a Battle.net Account for verification purposes, and the country of residence of your Battle.net Account must be one of the eligible countries in the Americas region set forth above.
- (b) At Blizzard's request which may occur the week prior to the commencement of Tournament Play, you will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence. A valid photo ID could include a government-issued driver's license, military photo identification card or passport. If you have any questions about the residency requirements, email [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com), and Blizzard can begin the verification process. Blizzard's decisions as to residency are final and binding.

### 3.3. Minimum Age Requirements.

- (a) You may participate in the Tournament if you have reached the age of majority in your jurisdiction of residence as of May 31, 2016.
- (b) If you are under the legal age of majority in your jurisdiction of residence, but over the age of 13 as of May 31, 2016, you may still enter the Tournament and participate as a player if you otherwise meet all of the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.
- (c) If you are a minor, in addition to your parents or legal guardians reading and accepting the rules, it is important to keep them informed of your participation in the Tournament. Should you qualify for Tournament events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

### 3.4. Ineligible Players.

- (a) The directors, officers and employees of Blizzard Entertainment, Inc., its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family, such as mother, father, brothers, sisters, sons, daughters, stepchildren, and/or legal or common-law spouse, and household members of each are not eligible to win any prizes.

## 4. CUP TOURNAMENTS

### 4.1. Cup Tournaments, in General.

- (a) There will be three (3) Cup Tournaments which will determine the Arena Teams from the Americas that will be invited to attend the 2016 World of Warcraft Arena Championships at BlizzCon 2016, that will be held in Anaheim, California, November 6<sup>th</sup> and 7<sup>th</sup>, 2016. Cup Tournaments will take place on a date, and at a location, to be announced by Blizzard in advance of the Cup Tournament.
- (b) To enter, Eligible Participants will need to sign up at <http://gamebattles.majorleaguegaming.com/pc/world-of-warcraft/tournament/3v3-online-cup-1/info>
- (c) The Cup Tournament involve competition between “Arena Teams,” with each Arena Team being made up of at least three (3), and no more than four (4), Eligible Participants who compete against each other in Tournament Matches. The members of an Arena Team shall be designated by one (1) Eligible Participant for each Arena Team who operates as the “Team Captain,” and who invites other Eligible Participants to join the Arena Team. Team Captains can, prior to September 14th, 2016, may swap out one member of an Arena Team’s four (4) player roster, or add a member to a three (3) player roster, once during the Tournament. An Arena Team must have at least three (3) players to participate in a Match.
- (d) Competition in the Tournament shall take place in the Arena Battlegrounds in World of Warcraft, and in accordance with the these Official Rules, the Arena Battleground Rules, and the Battle.net End User License Agreement.
- (e) Arena Team Members will have fifteen (15) minutes prior to the start of the first Match to prepare the computer on which they will use to participate in the Match.
- (f) To engage in a Match, an Arena Team will be invited to the Match by a Tournament Administrator or Observer where available. Once an Arena Team is invited to a Match, each active player on the Arena Team will need to accept the Match invitation. The Arena Battleground system will then match the Arena Team up with another Arena Team, and the Match will take place. Each Match is comprised of up to five (5) Engagements with the first Arena Team to win three (3) Engagements to be declared the winner of the Match. Each Engagement will continue until only one Arena Team is left, or if the time limit for the Engagement is reached, at which time the Arena

Team with most players alive at the end of the Engagement is the winner. In the event the time limit is reached and both teams have the same number of players alive at the end of the Engagement without either team being eliminated, the Arena Team that dealt the most total damage during the Match is the winner.

- (g) Once a Match begins, should one or more Eligible Participants on a Team lose their connection to the Battle.net service and 'drop,' the game will continue, with the other members of the Team continuing to play.
- (h) Should an Arena Team use an Eligible Participant who is not a member of the Team in a Match, or is not designated as a substitute player by the Team Captain prior to the Match, Blizzard will penalize the Arena Team, which could include loss of the Match, disqualification, or a re-game, at Blizzard's sole discretion
- (i) The Arena Teams who finish in the first and second place positions in each of the Cup Tournaments will advance to Americas Regional Finals. Once an Arena Team earns a berth to the Americas Regional Finals, that Arena Team is precluded from entering any more Cup Tournaments during the Tournament.

#### 4.2. Americas Regional Finals.

- (a) The Americas Regional Finals Tournament will take place on or about October 8th and 9th, in Columbus, Ohio. Invitations shall be distributed to the Team Members of the Arena Teams that have qualified for the Americas Regional Finals tournament by e-mail no less than two weeks before the dates of their respective Regional Qualifier Tournament. The Eligible Participants who qualify for the Americas Regional Finals tournament will compete in a "best 3 out of 5, single elimination" format to determine who will qualify for the Finals. At the Regional Qualifier, Arena Matches will be limited to a time period of twenty-five (25) minutes. If at the expiration of the time limit there is no clear winner, the winning Arena Team will be determined based on which Arena Team did the most damage to its opponent during the match according to the administrator interface. The Arena Teams who place first, second and third in the Americas Regional Finals tournament will qualify to compete at the 2016 World of Warcraft Arena Finals at BlizzCon 2016.

#### 4.3. Prize Awards.

- (a) The Arena Teams who earn a berth to the 2016 World of Warcraft Arena Championships shall have seven (7) days to communicate their acceptance of their invitation, or Sponsor may (but is not required to) choose the next most eligible Arena Team to compete based on a Team's



performance in the Cup Tournaments. The Eligible Participants who are members of the Teams invited to the 2016 World of Warcraft Arena Championships will each win: (i) round trip coach air fare from the regional airport nearest the Team Member's residence to the site of the 2016 World of Warcraft Arena Championships (Sponsor may substitute ground transportation for airfare, in its sole discretion, if the winner(s) are within driving distance to such site); and (ii) up to five (5) nights lodging (double occupancy) at a hotel of Sponsor's choice, meals and ground transportation, as determined by Sponsor, in its sole discretion. The approximate retail price of this prize package is estimated at \$2,500.00 U.S., depending upon the cost of travel for the Eligible Participant to attend the 2016 World of Warcraft Arena Championships. All travel must take place on the dates and times as specified by Sponsor. If one or more Eligible Participant(s) who are part of an Arena Team cannot attend the 2016 World of Warcraft Arena Championships, such Arena Team will still participate without such Team Member(s) as long as the Arena Team has at least three (3) Team Members. Eligible Participants who qualify to compete in the 2016 World of Warcraft Arena Championships 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. Winners are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. In the event that an Eligible Team Member from an Arena Team that qualifies for a 2016 World of Warcraft Arena Championships is a "minor" in their country of residence, that Team Member must be accompanied by a parent or legal guardian, traveling on the same itinerary, and who 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.

- (b) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the Tournament.
- (c) National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the winner. All cash prizes will be paid in US dollars. Winners will be required to complete and submit to Blizzard all governmental and tax forms required to receive a cash prize, including an IRS form W-8 or W-9 and any other forms required by the country in which live Tournament events are held. Additional paperwork that Blizzard requests, including waivers and releases, must be submitted to Blizzard before Blizzard will provide the winner with any prize. Prizes are not transferable.

- (d) No substitutions or exchanges (including for cash) of any non-cash prizes will be permitted, except that Blizzard reserves the right to substitute a prize of equal or greater value for any non-cash prize.
- (e) All participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (*e.g.*, on a leaderboard) during the Tournament does not entitle any participant to a prize.
- (f) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Official Rules and release of liability. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit 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 Blizzard.
- (g) Blizzard will post a list of winners at <http://us.battle.net/WorldofWarcraft> no later than November 30, 2016. The list will remain available until March 31, 2017.

#### 4.4. Travel and Expenses.

- (a) Blizzard will, at its cost, make the travel arrangements for those players who qualify for Blizzard-sponsored travel under these Official Rules and pay the expenses to the vendor directly. The travel expenses of players will not be reimbursed. All Blizzard-sponsored travel must take place on the dates and times that Blizzard specifies. Travel and accommodations are subject to availability. Additional restrictions may apply.
- (b) A player who qualifies for participation in any in-person game or Match that is part of the Tournament will be responsible, at his or her own cost and expense, for obtaining all the necessary visas, passports and other travel documents required to travel to and work in the United States of America.
- (c) All players are responsible for any and all costs and expenses associated with their participation in the Tournament and receipt of any prizes that are not specifically designated as the responsibility of Blizzard in these Official Rules.
- (d) Should a player who qualifies for participation in any in-person game or Match that is part of the Tournament be a minor under applicable law, a parent or legal guardian will be required to travel

on the same itinerary with the minor player, and shall be responsible for all of his or her own travel and accommodation costs, including transportation and accommodation costs and any cost or expense associated with obtaining the necessary visas, passports or other travel documents.

## 5. PLAYER CONDUCT

### 5.1. Behavior.

- (a) Players must at all times observe the highest standards of personal integrity and good sportsmanship. Players are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament organizers and members of the administration team, the media, sponsors and fans.
- (b) Players may not use obscene gestures, profanity, or references to drugs, sex or violence in their Team Names, BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the Tournament and includes abbreviations and/or obscure references.
- (c) Players are expected to settle their differences in a respectful manner and without resort to violence, threats, or physical or non-physical intimidation. Violence is never permitted at any facility that is owned by or leased to Blizzard or a tournament organizer, or against any competitor or administrator.

### 5.2. Cheating.

- (a) Players must compete to the best of their ability at all times. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a Tournament game or Match so that the outcome is determined by anything other than its merits. Players may be required to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Examples of cheating would include but are not limited to:
  - Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or Match, including losing a game or Match with another player in order to advance one or the other's rank;
  - Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;

- Tampering with the entry process or the operation of the Tour;
  - Any use of bots, hacks, firehacks, or any code and/or software not expressly authorized by Blizzard that allows the automated control of World of Warcraft, Battle.net or any component or feature thereof;
  - Any intentional use, or attempted use, by a player of any bugs or exploits in the game may result in a forfeit of the Match and disqualification from the Tournament. Blizzard, at its discretion, will determine bugs and exploits; and
  - Allowing an individual who is not the registered owner of a Battle.net Account, other than a minor playing on an Account registered by the Minor's parent or guardian, to play on that Battle.net Account in World of Warcraft or any other Blizzard game.
- (b) If someone asks you to bet on any Tournament game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com).

### 5.3. Illegal and Unethical Conduct.

- (a) Players are required to observe all laws applicable to their participation in the Tournament, including all games, Matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tournament.
- (b) A player may not, during any Tournament Event, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Blizzard, World of Warcraft or any of the other products, services or sponsors of Blizzard.

### 5.4. Anti-Harassment.

- (a) Blizzard is committed to providing a competitive environment that is free of harassment and discrimination.
- (b) In furtherance of this commitment, players engaged in the Tournament and Tournament Events are prohibited from engaging harassment or discrimination based on race, color, religion, gender, national origin, age, disability, sexual orientation or any other status or characteristic protected by law.

5.5. Gambling.

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

5.6. Alcohol and Drugs.

- (a) Blizzard's goal is to provide a safe competitive environment by eliminating the hazards to health and safety created by alcohol and drug misuse and abuse. Blizzard will not tolerate the presence of illegal drugs or the unapproved use of legal drugs at any Tournament Event.
- (b) The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while a player is engaged in Tournament Events or on premises that are owned by or leased to Blizzard or a tournament organizer.
- (c) The unauthorized use or possession of prescription drugs by players is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a game or Match.

5.7. Non-Disparagement.

- (a) Players always have the right to express their opinions in a professional and sportsmanlike manner. Tournament disputes or player violation reports must be reviewed by the organizer and Blizzard before any information is released publicly.
- (b) Players may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, slanderous or disparaging remarks, comments or statements concerning Blizzard, its parent and any of their respective affiliate companies and subsidiaries or World of Warcraft or any other Blizzard title. This Section does not, in any way, restrict or impede a player from complying with any applicable law or a valid order of a court of

competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

5.8. Interviews and the Media.

- (a) Players must be polite to spectators and media, but players have the right to refuse autograph signings, photo sessions and interviews that are not part of their official Tournament schedule.
- (b) Regarding interviews, all interviews that take place onsite at a Tournament event must be authorized by Blizzard in advance of the interview. Otherwise, Players have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Tournament schedule.

5.9. Software and Hardware.

Players must consult with the organizer before bringing electronic storage devices to any Tournament event and are not allowed to use any mobile or external communication equipment during a Match, including cellular phones. All personal equipment must be in an enclosed bag or be given to an administrator or team manager while a game or Match is played.

5.10. Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the Tournament, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in the Tournament and/or Tournament Events:
  - Pornography (or materials that Blizzard, in its sole discretion, determines are the equivalent of pornography);
  - Alcohol;
  - Tobacco or cigarettes, including vaping products;
  - Narcotics, or similar controlled substances;
  - Firearms;

- Gambling, including websites that offer gambling;
  - Any person or entity that offers products or services that Blizzard determines are detrimental to World of Warcraft, the Tournament or Blizzard’s business or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
- (c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the Tournament, Tournament Events and World of Warcraft. Accordingly, Blizzard may designate certain sponsors or product categories as “reserved.” Players participating in the Tournament and/or Tournament Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

5.11. Disciplinary Action.

- (a) In order to preserve the integrity of the Tournament and Blizzard’s reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. You agree to cooperate with Blizzard in any such investigation.
- (b) If Blizzard determines that a player has been cheating or has otherwise violated these Official Rules, the player may be immediately disqualified and removed from the Tournament. In addition, Blizzard may, in its sole discretion:
- Issue a warning to the player and publish that warning on World of Warcraft sites;
  - Disqualify the player from participating in any future World of Warcraft tournaments and events;
  - Revoke all or any part of the points and prizes previously awarded to the player;
  - Terminate all licenses granted to the player for Blizzard titles, including World of Warcraft; and/or
  - Terminate all Battle.net accounts that are held by the player.

- (c) Blizzard's determination as to the appropriate disciplinary action will be final and binding. Blizzard reserves the right to lock out players whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament.
- (d) The failure by a player (or his or her parent or legal guardian if a minor) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Official Rules.

## 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

### 6.1. Cap on Liability; No Punitive Damages.

- (a) You understand and agree that Blizzard and the other members of the Blizzard Group are not insurers of your property or your personal safety. If you feel that you need insurance, you should obtain it from an insurance company or other third party.
- (b) YOU AGREE THAT THE LIABILITY OF BLIZZARD AND THE OTHER MEMBERS OF THE BLIZZARD GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED FIVE HUNDRED US DOLLARS (US \$500.00), AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.
- (c) YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF IT IS DETERMINED THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU. THE FOREGOING LIMITATIONS APPLY EVEN IF YOUR REMEDIES UNDER THESE OFFICIAL RULES FAIL OF THEIR ESSENTIAL PURPOSE.
- (d) IN NO EVENT SHALL BLIZZARD OR ANY OTHER MEMBER OF THE BLIZZARD GROUP BE LIABLE UNDER TO YOU, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOU, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BLIZZARD OR ANY OTHER BLIZZARD GROUP MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 6.2. Disclaimers.



- (a) You agree that Blizzard and the other members of the Blizzard Group are not responsible for:
- Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
  - Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
  - Any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Blizzard (although Blizzard will take reasonable precautions to ensure reasonable safety);  
or
  - Any printing or typographical errors in any materials associated with the Tournament or Tournament Events.
- (b) All prizes are awarded **“AS IS”** and **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED** (including any implied warranty of merchantability or fitness for a particular purpose).

### 6.3. Changes to Your Battle.net Account.

- (a) In accordance with the Battle.net End User License Agreement and without limiting Blizzard’s rights therein, Blizzard retains the right to modify or delete content, data, digital cards, accounts, statistics, user profiles, and any information created, stored, processed or uploaded to your Battle.net Account at any time and for any reason at its sole discretion.
- (b) In the event of a conflict between the provisions of the Battle.net End User License Agreement and the provisions of these Official Rules, the provision that is most protective of Blizzard will govern and control.

## 7. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

### 7.1. License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as an elite player and help you develop your personal brand. To do that, Blizzard needs a license to use your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory (“Your Brand Materials”). Blizzard also wants to use Your Brand

Materials to promote Blizzard, World of Warcraft and our other products and services, and you agree that Blizzard may do that.

- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming (including via internet transmission and wireless networks) of all or any part of the Tournament (including any games, Matches or other competitions that are part of the Tour) or any Tournament Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including World of Warcraft and the Tournament.

## 7.2. Advertising Materials.

- (a) The grant of rights and licenses in Section 8.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicensees) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
- Websites of Blizzard and its streaming and broadcast partners;
  - Social media postings;
  - Print and online advertising and content;
  - Network, cable and local television and radio;
  - Newspaper and magazine advertising and content;
  - Online advertising and content, including banners, leaderboards and skyscrapers;
  - Outdoor and indoor billboards, posters, signs and displays;
  - Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
  - Press releases, newsletters and e-alerts; and
  - Hats, shirts and other apparel and gaming gear and peripherals.

- (b) You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.
- (c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.

7.3. Ownership of Advertising Materials, Feedback, Stats and Suggestions.

- (a) As between you and Blizzard, you are the sole owner of Your Brand Materials.
- (b) As between you and Blizzard, Blizzard shall be the sole owner of all of the following:
  - Advertising Materials (but not Your Brand Materials that are incorporated into or used in the Advertising Materials);
  - Works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for a member of the Blizzard Group and that incorporate or make use of all or any part of Your Brand Materials (but not Your Brand Materials that are incorporated or used therein);
  - Suggestions, comments and other feedback that you may provide to Blizzard relating in any way to World of Warcraft, the Tournament, the Tournament Events or the business of Blizzard and all improvements or enhancements to World of Warcraft, the Tournament, the Tournament Events and the business of Blizzard resulting therefrom;
  - Data and statistics relating to your play of World of Warcraft during the Tournament, and all feeds and data streams of such data and statistics; and
  - Intellectual property rights in each of the foregoing.
- (c) You agree not to engage, directly or indirectly, in any acts that might jeopardize, or contest or attempt to acquire, any rights of the Blizzard Group in the Advertising Materials or any of the foregoing items.

7.4. Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate the Tournament at the time that you registered your Battle.net Account, and without limiting Blizzard's rights under its Online Privacy Policies, Blizzard will use such information to contact you for matters and events related to the operation of the Tournament.
- (b) Blizzard will collect, store, and use information collected in connection with the Tournament and Tournament Events (including information collected at live events) in accordance with Blizzard's Online Privacy Policy, available at <http://www.blizzard.com/us/privacy.html>.
- (c) By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

## 8. RESOLUTION OF DISPUTES

### 8.1. Applicability.

This Section 8.0 applies to and governs any Dispute that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

### 8.2. Negotiations.

- (a) In an effort to accelerate resolution and reduce the cost of any Dispute, you and Blizzard agree to first attempt to negotiate a resolution of any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding, unless one or more of the exceptions to negotiations and arbitration in Section 8.6 below apply.
- (b) Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your Battle.net Account.
- (c) You will send your notice to Blizzard at Blizzard Entertainment, Inc., 16215 Alton Parkway, Irvine, CA 92618, Attn.: General Counsel.

### 8.3. Binding Arbitration.

- (a) If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively resolved by binding arbitration, unless one or more of the

exceptions to negotiations and arbitration in Section 8.6 below apply. Any election to arbitrate by one party shall be final and binding on the other.

- (b) YOU SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND BLIZZARD EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.
- (c) The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>). If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator has authority to decide all issues of arbitrability, including where a party raises as a defense to arbitration that the claims in question are subject to one or more exceptions to negotiations and arbitration in Section 8.6 below.
- (d) Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or Blizzard can request the stay be lifted upon a showing of prejudice. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

#### 8.4. Arbitration Procedures.

- (a) The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The decision of the arbitrator shall be final and binding on you and Blizzard, and any award of the arbitrator may be entered in any court of competent jurisdiction.
- (b) THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation. The parties understand that the right to discovery may be more limited in arbitration than in court.

#### 8.5. Class and Collective Action Waiver.

- (a) You and Blizzard agree that any arbitration or court proceeding shall be limited to the Dispute between Blizzard and you individually.

- (b) You acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between you and Blizzard; (ii) there is no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) you will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or any dispute brought in court. Any Dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section 8.0.
- (c) If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then void, and any ongoing or future Dispute will be submitted to a court of competent jurisdiction within the County of Orange, State of California, United States of America, to the exclusion of arbitration. Any Dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.
- (d) Under no circumstances do you or Blizzard agree to class or collective procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings.

8.6. Location of Arbitration.

- (a) If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.
- (b) For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America.
- (c) Any Dispute not subject to arbitration shall be decided by solely a court of competent jurisdiction within the County of Orange, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.
- (d) You and Blizzard agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Dispute seeking to enforce or protect, or concerning the validity of, any of Blizzard's intellectual property rights; (ii) any Dispute related to, or arising from, claims that the other party has committed piracy or tortious interference; and (iii) any claim within the jurisdictional limits of the small claims courts.

8.7. Governing Law.

- (a) All Disputes shall be governed by and construed under the laws of the United States of America and the law of the State of Delaware, without regard to choice of law principles, provided that Blizzard shall have the right to disqualify any players that are rendered ineligible due to local law.
- (b) Players agree to be bound by these Official Rules and by the decisions of Blizzard with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

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

### 9.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Tournament and all accompanying materials are copyright © 2016 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in the Tournament grants to you, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

### 9.2. Changes to World of Warcraft.

- (a) Blizzard reserves the right to patch, update or improve World of Warcraft at any time to fix bugs, change balance or add features or functionality as deemed appropriate by the Blizzard, in its sole discretion, without suspending or canceling the Tournament.
- (b) You agree that Blizzard will not be liable to you for any changes to World of Warcraft or these Official Rules.

### 9.3. Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for the Tournament that are in effect at the time of their publication. All previously issued rules, policies and practices (other than the Website Terms), whether in print or online, relating to the Tournament are superseded.
- (b) Blizzard reserves the right to change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any player's participation in the

Tournament should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the Tournament, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned.

- (c) Due to server capacity and other technical limitations beyond the control of Blizzard, Blizzard reserves the right to limit the number of players in the Tournament.

#### 9.4. No Employment Relationship.

- (a) You agree that you are not an employee or contractor of Blizzard or any other Blizzard Group member and are not entitled to employee or fringe benefits.
- (b) Nothing in these Official Rules shall be deemed or construed to create a partnership, joint venture or similar relationship or create fiduciary duties or responsibilities on the part of Blizzard or any other member of the Blizzard Group.

#### 9.5. Communications.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Battle.net Account.
- (c) If you have any questions or comments about these Official Rules or the Tournament, please email them to [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com) or send written questions to: **2016 World of Warcraft Americas Championship Tournament c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.**

## 10. GLOSSARY

**“Advertising Materials”** means (a) the websites of Blizzard and its streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) network, cable and local television and radio; (e) newspaper and magazine advertising and content; (f) online advertising and content, including banners, leaderboards and skyscrapers; (g) outdoor and indoor billboards, posters,



signs and displays; (h) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (i) press releases, newsletters and e-alerts; and (j) hats, shirts and other apparel and gaming gear and peripherals.

**“Americas”** means the United States, Australia, New Zealand, Singapore, Thailand, Malaysia, Mexico, Brazil, Chile and Argentina.

**“Arena Team,”** is a team of at least three (3), and no more than four (4), Eligible Participants who compete against each other in Tournament Matches. The members of an Arena Team shall be designated by one (1) Eligible Participant for each Arena Team who operates as the “Team Captain,” and who invites other Eligible Participants to join the Arena Team.

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

**“Battle.net lite account”** means a version of Battle.net that mobile users can create without accepting the Battle.net End User License Agreement.

**“Blizzard”**, **“we”** or **“us”** means Blizzard Entertainment, Inc. and its affiliates.

**“Blizzard Group”** means Blizzard, its parent and any of their respective affiliate companies and subsidiaries.

**“Commencement Date”** means May 31, 2016, at approximately 12:00 a.m. Pacific Time.

**“Dispute”** means any dispute, controversy, or claim, whether based on contract, tort, fraudulent misrepresentation, statute, regulation, constitution, common law, equity, or any other matter, that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

**“Engagement,”** means a battle arena match that is one of the matches that comprise a Match in the Tournament.

**“Cup Tournament”** means a tournament operated by Blizzard where one or more winners will earn a berth to the 2016 World of Warcraft Championships.

**“Official Rules”** means the 2016 World of Warcraft Americas Championship Tournament Official Competition Rules, Terms and Conditions (*i.e.*, the rules, terms and conditions as set forth this document).

**“Tournament”** means the 2016 World of Warcraft Arena Americas Championship Tournament. The Tournament includes the Cup Tournament 1, Cup Tournament 2, Cup Tournament 3, and the Americas Regional Finals.

**“Tournament Events”** means all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tournament.

**“Tournament Period”** means the period starting on the Commencement Date and continuing through the end of the Tournament period, which is expected to conclude on or about November 5, 2016.

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

**“Your Brand Materials”** means your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory.

\* \* \*