

# 2014 HEARTHSTONE™ WORLD CHAMPIONSHIP: AMERICAS

## QUALIFIER TOURNAMENT

### OFFICIAL COMPETITION RULES

Please read these rules before entering the 2014 Hearthstone™ World Championship Americas Qualifier Tournament (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. BLIZZARD ENTERTAINMENT, INC. ("SPONSOR") IS THE SPONSOR OF THIS TOURNAMENT. THIS TOURNAMENT IS OPEN ONLY TO INDIVIDUALS WHO ARE, AS OF APRIL 15, 2014: (A) LEGAL RESIDENTS OF THE UNITED STATES, CANADA, MEXICO, COLUMBIA, COSTA RICA, AUSTRALIA, INDONESIA, MALAYSIA, NEW ZEALAND, THE PHILIPPINES, SINGAPORE, THAILAND, ARGENTINA, BRAZIL, CHILE, AUSTRIA, BELGIUM, BELARUS, BULGARIA, CROATIA, THE CZECH REPUBLIC, DENMARK, FINLAND, FRANCE, GERMANY, HUNGARY, IRELAND, ITALY, LUXEMBOURG, THE NETHERLANDS, NORWAY, POLAND, RUSSIA, SERBIA, SPAIN, SWEDEN, SWITZERLAND, THE UKRAINE, THE UNITED KINGDOM, JAPAN, SOUTH KOREA, TAIWAN, HONG KONG, MACAU, AND/OR THE PEOPLE'S REPUBLIC OF CHINA; (B) THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE; (C) HAVE AUTHORIZED ACCESS TO A FULL BATTLE.NET ACCOUNT REGISTERED ON BLIZZARD'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"); AND (D) WHO ARE NOT RESIDENTS OF THE US STATES OF ARIZONA, CONNECTICUT, NORTH DAKOTA, MARYLAND OR VERMONT OR THE PROVINCE OF QUEBEC, CANADA OR RESIDENTS OF THE AUSTRALIAN STATES OF VICTORIA, QUEENSLAND OR THE AUSTRALIAN CAPITAL TERRITORY (THE "ELIGIBLE PARTICIPANTS"). **If you are under the legal age of majority in your country of residence, but over the age of 13 (a "Minor"), you may still enter and be an Eligible Participant if you otherwise meet all of the eligibility criteria set forth above and one of your parents or legal guardians read and agree to these Official Rules on your behalf.** Directors, officers and employees of Sponsor, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. Void in the US states of Arizona, Connecticut, Maryland, North Dakota, or Vermont, the Canadian province of Quebec or the Australian states of Victoria, Queensland and the Australian Capital Territory, and where otherwise prohibited or restricted. Eligible Participants must have an Account which includes a valid email address. Sponsor reserves the right to verify the email address provided to Sponsor by the Eligible Participant. An Eligible Participant may only use one Account for the Tournament. The Eligible Participant must be a natural person who is the person who registered the Account unless the Eligible Participant is a Minor using an Account registered by a parent or guardian.

**2. 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.

**3. Tournament Period.** Qualification for the Tournament shall commence on April 15, 2014, at approximately 10:00 AM Pacific Time (6:00 PM GMT) (the "Commencement Date"), and shall continue through the end of the Tournament, which is expected to conclude on or about October 5, 2014.

#### **4. Tournament Structure and rules of operation.**

**a. Format.** For all Sponsor operated matches, Eligible Participants will use Hearthstone card decks that they have collected and set up on the Americas server on Battle.net. Matches shall utilize a best of 5, "Last Hero Standing," format with 3 classes per Eligible Participant each match. Each Eligible Participant will choose a class for the first game in a match, and the winner of the game will continue to use the class and deck that the winner was using when the game winner won the previous game until that Eligible Participant loses a game with that class before the Eligible Participant can choose another class and deck. The Eligible Participant who loses a game will no longer be able to use the class and deck that the losing Eligible Participant played during the loss for the rest of the match. The first Eligible Participant to win three (3) games will be determined to be the winner of the match. In the event that a game ends with both players "losing" simultaneously ("a Draw"), neither player will earn a game point. The match continues with each player using the same class and deck that was played in the Draw game. **b. Default.** During qualification or Tournament matches, Eligible Participants shall be penalized as follows should the following situations occur:

(i) Any evidence of wintrading will disqualify an Eligible Participant from the Tournament. "Wintrading," is defined as intentionally losing a match with another player to advance one or the other's rank;

(ii) after the first game in the match begins, if an Eligible Participant leaves the match lobby, or cancels the "game challenge", or leaves the Hearthstone game client for any reason, it is considered a match forfeiture and the opposing Eligible Participant will win the match;

(iii) additionally, once the starting hands are provided by the Hearthstone game client, if an Eligible Participant leaves the game for any reason, the Eligible Participant is considered to have forfeited the game, awarding his or her opponent one game point;

(iv) if an Eligible Participant selects a deck with a class that his or her opponent already eliminated, that game is considered a loss; and

(v) if an Eligible Participant won the previous game in a match, but chooses a deck with a different class in the next game, he or she forfeits that game, but the newly selected class is not considered eliminated;

(vi) if Eligible Participant acts in collusion with another player to affect any results of the Tournament, or any matches that are part of the Qualification events for the Tournament, he or she may be disqualified from the Tournament;

(vii) if Eligible Participant commits violent acts, or threatens to commit violent acts, against any other player in the Tournament, any admin, or any spectators of the Tournament, he or she may be disqualified from the Tournament;

(viii) if Eligible Participant attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means, he or she may be disqualified from the Tournament;

(ix) if any individual who is not the Eligible Participant plays on Eligible Participant's Battle.net account in a Tournament game, the Eligible Participant may be disqualified from the Tournament;

(x) if Sponsor deems Eligible Participant to have engaged in any unsportsmanlike behavior, the Eligible Participant may be disqualified from the Tournament.

**c. Tournament Qualification.** Eligible Participants will have several opportunities to qualify for the Tournament, as set forth in this Section 4. An Eligible Participant can only qualify for the Tournament once, and any entry that an Eligible Participant would otherwise earn after qualifying for the Tournament will not be awarded. Eligible Participants can compete for an opportunity to qualify for the Tournament by engaging in the following Hearthstone competitions:

(i) Hearthstone Ranked Play Participation. The top sixteen (16) Eligible Participants in Sponsor's Hearthstone "Legend" Ranked Play system ("Ranked Play") at the end of each of the five (5) 2014 Ranked Play seasons from April to August who have not already qualified for the Tournament as of the 1<sup>st</sup> of the month following the conclusion of each Ranked Play season, shall automatically earn a spot in the Tournament.

(ii) Community Tournament winners. Sponsor may choose Eligible Participants who finish in first place in Hearthstone Tournaments held pursuant to Sponsor's Community License Agreement ("Community Tournament(s)") on the Americas servers to participate in the Tournament. During the period beginning April 15, 2014 and ending August 31, 2014, Sponsor may select any number of Community Tournaments each week, from which Sponsor would then award an entry to the Tournament to the winner of that Community Tournament. Should the winner of a selected Community Tournament already have qualified for the Tournament, an entry to the Tournament will not be awarded.

(iii) Licensed Tournaments. Sponsor may award an entry to the Tournament to Eligible Participants who finish in 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> place in each individual-based Hearthstone tournament licensed to a tournament organizer by Sponsor which has a prize pool equal to, or greater than, the equivalent of \$10,000.00 USD (a "Licensed Tournament"). Should an Eligible Participant who places in 1<sup>st</sup>, 2<sup>nd</sup> or 3<sup>rd</sup> place in a Licensed Tournament already have qualified for the Hearthstone Americas Qualifier Tournament, an entry to the Hearthstone Americas Qualifier Tournament will not be awarded. **Acceptance of Qualification.** The qualification process for the Tournament will take place at the same time as the qualification process for the 2014 Hearthstone World Championship European Union Qualifier Tournament, the 2014 Hearthstone World Championship China Qualifier Tournament, the 2014 Hearthstone World Championship Korea Qualifier Tournament, and the 2014 Hearthstone World Championship Taiwan Qualifier Tournament (the "Regional Tournaments"). Eligible Participants will be able to attempt to qualify for each of the Regional Tournaments, however, an Eligible Participant will only be allowed to compete in one Regional Tournament for a chance to advance to the 2014 Hearthstone World Championship Tournament that will be held at BlizzCon 2014. On or about September 1<sup>st</sup>, 2014 Sponsor will contact all qualified Eligible Participants using the registered email address associated with the Eligible Participant's Battle.net account. Eligible Participants will then have five (5) days from the date Sponsor sends the email communication to respond with his or her acceptance to compete in the Tournament. If an Eligible Participant has already qualified for the 2014 Hearthstone World Championship, he or she is not eligible to accept qualification in the Tournament. At that time, should an Eligible Participant qualify for more than one of the

Regional Tournaments, the Eligible Participant shall communicate to Sponsor the Regional Tournament that Eligible Participants will compete in.

(iv) Last Call Tournament. In the event that Sponsor has not obtained a total of One Hundred Thirty (130) qualified Eligible Participants for the Tournament by September 1st, 2014, Sponsor may hold an open qualifier tournament to obtain additional Eligible Participants (the “Last Call Tournament”). The Last Call Tournament will occur at a time and place determined by Sponsor, and prior to commencement of the Last Call Tournament, Sponsor will inform Eligible Participants how many Eligible Participants will have the chance to qualify for the Tournament. Only Eligible Participants who play on the Americas Battle.net servers and are legal residents of the United States, Canada, Mexico, Australia, Japan, Indonesia, Malaysia, New Zealand, The Philippines, Singapore, Thailand, Argentina, Brazil, Columbia, Costa Rica, and/or Chile will be eligible to compete in the Last Call Tournament.

**e. Format and Operation of the Tournament**. The Tournament will take place using two (2) phases of competition, as follows:

(i) Phase 1 – “The Constructed Arena Phase.” The Eligible Participants who have qualified for the Americas Qualifier Tournament will be seeded based on their cumulative placements in the Ranked Play seasons from April to August. Any ties in points will be determined first by the Eligible Participant who had the highest single placement in the Ranked Play Seasons, and thereafter, by random draw. Seeding points will be determined through the use of a graduated scale, where an Eligible Participant who placed in first place during a 2014 Hearthstone Ranked Play Season would receive 100 points, the Eligible Participant who placed in second place would receive 99 points, and so on, with the Eligible Participant who placed in 100<sup>th</sup> place receiving 1 point. Note that placements will not be adjusted for Ranked Play participants who competed in the Ranked Play seasons that are not eligible for the Tournament. The Eligible Participants who are determined to be the 1<sup>st</sup> and 2<sup>nd</sup> seed will automatically advance to Phase 2 of the Tournament. The remaining 128 Eligible Participants will be matched in Swiss-style rounds based on seeding, i.e., Eligible Participants cannot face each other twice in Phase 1. An Eligible Participant that loses 3 rounds is eliminated, and if an Eligible Participant that ends a round with +5 match record (5-0, 6-1, or 7-2), that Eligible Participant shall advance automatically to Phase 2 of the Americas Qualifier Tournament.

(ii) Phase 2 – “The Final Qualifying Round.” The Eligible Participants who qualify for Phase 2 of the Tournament will be seeded randomly into a group stage, with four (4) dual-tournament groups of four (4) Eligible Participants each. In a dual-tournament group, players are placed into a standard double elimination bracket where each match is a best of 5 games. The matchups will follow a standard double elimination bracket until the following match scores are achieved: 1<sup>st</sup> place (2-0), 2<sup>nd</sup> place (2-1), 3<sup>rd</sup> place (1-2), 4<sup>th</sup> place (0-2). The top 2 Eligible Participants from each group shall advance to compete in a round of eight (8) single-elimination bracket. The Eligible Participants who finish the round of eight (8) single-elimination bracket in 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> place are the Winners of the Americas Qualifier Tournament, and will be eligible to advance to the 2014 Hearthstone World Championship Tournament, as set forth in Section 5 below (“Winner(s)”). The Eligible Participants who fail to finish in the top four (4) positions in the round of eight (8) single elimination bracket shall play consolation matches to determine which Eligible Participants are the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> place finishers. Should one of the Winners be unable to attend the 2014 Hearthstone World Championship Tournament, the next highest finisher in the Tournament shall be deemed to be a Winner, and advance to the 2014 Hearthstone World Championship Tournament.

## **5. Prizing.**

**a.** Winners will qualify for the 2014 Hearthstone World Championship Tournament that will be held at BlizzCon 2014 in Anaheim, California, November 7<sup>th</sup> and 8<sup>th</sup>, 2014 (“BlizzCon 2014”), and upon the Winner agreeing to compete at BlizzCon 2014, Sponsor shall provide Winner with: (i) round trip coach air fare from the regional airport nearest the Winner’s residence to John Wayne International Airport in Orange County, California to attend BlizzCon 2014 (Sponsor may substitute ground transportation for airfare, in its sole discretion, if the Winner’s residence is located within 100 miles of Anaheim, California); and (ii) a minimum of four (4) 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 \$2,000.00 U.S., depending upon the cost of travel for the Winner. All travel must take place on the dates and times as specified by Sponsor. Winners 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 that Winner is a “minor” in their country of residence, Winner 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.** Prizes are not transferable. 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. If any prize or prize notification is returned as undeliverable, or potential winner does not respond within seven (7) days of notification, or refuses to execute an applicable document, prize will be forfeited and awarded to an alternate winner. 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). FEDERAL, STATE, AND LOCAL TAXES, INCLUDING, WITHOUT LIMITATION, AS APPLICABLE, VAT TAXES AND CUSTOMS TAXES, WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

**6. Collection of Information.** The information necessary to operate the Tournament was collected by Sponsor at the time that each Eligible Participant registered a Battle.net account used to participate in the Tournament, and without limiting Sponsor’s rights under its privacy policies with regards to its use of the information, will be used to contact you specifically for operation of the Tournament. The Tournament is not open to anyone under the age of majority in your country of citizenship, and in the event that Sponsor becomes aware that you are under the age of majority in your country of citizenship and your parent or guardian has not provided specific permission to Sponsor for you to participate in this Tournament, Sponsor will delete, erase or destroy any and all personally identifiable information related to the Tournament. In the event that you are a citizen of France and/or any of the other countries whose citizens are eligible for this Tournament, and pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Blizzard Entertainment, Inc., and the data collected will be transferred to the United States of America. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to "2014 Hearthstone World Championship Tournament - Personal Data," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. You may also withdraw your personal data upon request, however you will be disqualified as an Eligible Participant in the Tournament if you withdraw your personal data prior to the

determination and fulfillment of the prizes listed in Section 5 herein. Information collected in connection with the Tournament will otherwise be collected in accordance with Sponsor's privacy policy, available at <http://www.blizzard.com/us/privacy.html>. By agreeing to these Official Rules, you are also agreeing to the terms of Sponsor's privacy policy.

**7. Sponsor Use of Entries.** You hereby agree that in consideration of your being allowed the chance to enter the Tournament, Sponsor, its parent, subsidiaries and affiliates, shall have the perpetual, non-exclusive, worldwide license and right to utilize your name, character, likeness, and a biography of you. Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit your name, character, likeness, and a biography of you in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. You agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this Section 7.

**8. General Release.** By entering the Tournament, you release Sponsor and any of its parent companies, subsidiaries, affiliates, directors, officers, employees, representatives, agents and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Tournament (including, without limitation, participation in the Tournament) or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. Some jurisdictions do not allow (i) the exclusion of implied warranties on applicable statutory rights, so the above exclusions and limitations may not apply in some cases.

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

**10. Publicity Release.** Sponsor shall have the right to utilize your 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 you in this Tournament Rules.

**11. Affidavit & Release.** As a condition of being awarded any prize, winners will 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.

**12. Winners List; Rules Request.** A list of winners will be posted at <http://us.battle.net/hearthstone> no later than November 30, 2014 and will remain available until

March 31, 2015. For a copy of the winners list, send a stamped, self-addressed, #10 business-size envelope (4 1/8" x 9 1/2") after November 30, 2014, and before March 31, 2015 to Sponsor at, "Attn: 2014 Hearthstone World Championship Tournament - Winners List". To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, "Attn: 2014 Hearthstone World Championship Tournament - Rules Request". Canadian residents may omit return postage.

**13. Copyright Notice.** The Tournament and all accompanying materials are copyright © 2014 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.

**14. Miscellaneous.** Sponsor reserves the right to patch or update Hearthstone at any time to fix bugs, change balance, or add features as deemed appropriate by the Sponsor, in its sole discretion, without suspending or canceling the Tournament. The Tournament and these Official Rules will be governed, construed and interpreted under the laws of the state of California in the United States. Eligible Participants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any Eligible Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Tournament, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Sponsor, Sponsor reserves the right to limit the number of Eligible Participants. Eligible Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament or any other Eligible Participant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Tournament. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If you have any questions about these Official Rules or the Tournament, please email them to [wow-tourneyinfo@blizzard.com](mailto:wow-tourneyinfo@blizzard.com) or send written questions to: **2014 Hearthstone World Championship Tournament c/o Blizzard Entertainment eSports, P.O Box 18979, Irvine, CA 93623.**

**15. Tournament Sponsor.** The sponsor of the Tournament is Blizzard Entertainment, Inc., c/o 2014 Hearthstone World Championship Tournament, P.O Box 18979, Irvine, CA 92623.