

## 2015 FIRESIDE GATHERINGS CHAMPIONSHIP SERIES

### UNITED STATES AND CANADA OFFICIAL COMPETITION RULES

Please read these rules before entering the 2015 Fireside Gatherings Championships Series 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 JANUARY 30, 2015: (A) LEGAL RESIDENTS OF THE UNITED STATES AND CANADA; (B) OVER 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, VERMONT OR THE PROVINCE OF QUEBEC, CANADA (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, Vermont, the Canadian province of Quebec, Canada, and where otherwise prohibited or restricted. Eligible Participants must have an Account which includes a valid email address. Sponsor reserves the right to verify the email address provided to Sponsor by the Eligible Participant. The Eligible Participant must be a natural person who is the person who registered the Account unless the Eligible Participant is a Minor using an Account registered by a parent or guardian.

**2. Residency Requirements.** All participants who compete in the Tournament must, upon Sponsor's request, provide proof that they are either a legal citizen, or legal resident of a country whose residents are eligible to participate in this Tournament. This can be accomplished as follows:

**a.** Battle.net account verification, with the country of residence associated with the Eligible Participant's Battle.net account being one of the eligible countries set forth in Section 1 above; and

**b.** The Eligible Participant's Battle Tag must match those of their public persona and be pre-approved by Sponsor.

Eligible Participants are required to play all Tournament matches from the country listed on their Battle.net account during the online phases of the Tournament. Sponsor may check IP connections at its sole discretion. If an Eligible Participant needs to travel outside of their country of residence during the Tournament, they will be required to provide Blizzard with a copy of a valid photo ID with a current address within their country of residence, such as a government-issued drivers license, military photo identification card, or Passport.

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

**4. Tournament Period.** The Tournament shall commence on May 2, 2015, at approximately 12:00 AM Pacific Time (the "Commencement Date"), and shall continue through the end of the Tournament, which is expected to conclude on or about August 31, 2015.

**5. Tournament Structure and Format.**

**a. Tournament Structure** Eligible Participants who compete and then win a Fireside Gatherings Hearthstone Tournament sanctioned by Sponsor and organized and held between May 2, 2015 and July 19, 2015, will earn an entry in the Online Qualifier Tournament. 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. Those Eligible Participants who qualify for the Online Qualifier phase of the Tournament will be randomly assigned by Sponsor, and advance through the Online Qualifier phase of the Tournament using a single elimination bracket tournament with bracket seedings determined by Sponsor to determine the top four (4) players. The four (4) Eligible Participants who finish with the highest ranking in the Online Qualifier phase of the Tournament will compete in the 2015 Fireside Gatherings – United States and Canada finals event to determine the overall winner of the Tournament.

**b. Format.** For all Fireside Gatherings and 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 the "a best of 5, "Conquest," format with 3 classes per Eligible Participant each match. Each player will submit three (3) unique classes and decklists prior to the event. Each game in a match is blind pick for both players – no vetoes. When a player wins a game, the winning player cannot use the class that was used for that game for the remainder of the match (the hero has "ascended" to the conqueror's pool). The player that loses a game can keep the same class or switch to a different class at their choice, with such a switch being a 'blind pick.' The first player to win 3 games wins the match.

**6. Cheating.** Players must compete to the best of their ability at all times. Any form of cheating will not be tolerated. If the Sponsor determines that a player is cheating, 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 of their licenses to all Blizzard games revoked. Players may be requested to install software on their computers for the duration of the tournament which is specially designed to detect cheating. Examples of cheating would include, without limitation:

a. Actions to intentionally alter or attempt to alter the results of any match, including losing a match with another player to advance one or the other's rank. If Sponsor determines that a player is colluding or match fixing, the player will be immediately disqualified and removed from the tournament and may be restricted from participating in future events and have all of their licenses to all Blizzard games revoked; and

b. 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; and

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

**7. Gambling.** Players are not allowed to place or attempt to place wagers on any matches or actions in, or around, any Blizzard title, including Hearthstone.

**8. Unsportsmanlike Behavior.** Should Sponsor determine that an Eligible Participant commits, or threatens to commit, violent acts against any other player in the Tournament, any admin, or any spectators of the Tournament, or engages in any unsportsmanlike behavior, the Eligible Participant may be disqualified from the Tournament.

**9. Tournament Defaults.** The following can result in a lost match or other penalties to be assessed against an Eligible Participant who is participating in the Tournament:

a. 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;

b. 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; and

c. if an Eligible Participant selects a deck with a class that he already used to win a previous game in the match, that game is considered a loss.

## **10. Prizing.**

**a. Finalists.** The Eligible Participants that place in First, Second, Third and Fourth Place in the Online Qualifier will each win a trip to the location of the 2015 Fireside Gatherings – United States and Canada Finals, which will be determined by Sponsor at its sole discretion, and will include round trip coach air fare to the city where the 2015 Fireside Gatherings – United States and Canada Finals is to be held, and lodging nearby the event.

**b. First Place Winner.** The Eligible Participant that places first in the Tournament shall receive a prize package in the amount of Two Thousand Five Hundred Dollars (\$2,500.00 USD), and the chance to compete in the 2015 Hearthstone Americas Regional Qualifier Tournament as the 40<sup>th</sup> seed.

**c. Second Place Winner.** The Eligible Participant that places second in the Tournament shall receive a prize in the amount of One Thousand Five Hundred Dollars (\$1,500.00 USD).

**d. Third and Fourth Place Winners.** The Eligible Participants that place in third and fourth place in the Tournament shall receive a prize package in the amount of Five Hundred Dollars (\$500.00 USD).

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. 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 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 U.S. currency. Winners will be required to complete and submit to Sponsor an IRS form W-8 or W-9 to receive a cash prize.

All travel must take place on the dates and times as specified by Sponsor. Eligible Participants 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 Eligible Participant who qualify for prizes hereunder be a "minor" in their country of residence, a parent or legal guardian shall travel on the same itinerary with the Eligible Participant, 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.

**11. 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. 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 "2015 Fireside Gatherings Championships Series - 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.

**12. 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 13.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. Winners List; Rules Request.** A list of winners will be posted at <http://us.battle.net/hearthstone> no later than September 15, 2015 and will remain available until March 31, 2016. For a copy of the winners list, send a stamped, self-addressed, #10 business-size envelope (4 1/8" x 9 1/2") after September 15, 2015, and before March 31, 2016 to Sponsor at, "2015 Fireside Gatherings Championships Series - Winners List, c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612." To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, "2015 Fireside Gatherings Championships Series - Rules Request, c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.

**18. Copyright Notice.** The Tournament and all accompanying materials are copyright © 2015 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.

**19. 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, provided that Blizzard shall have the right to disqualify any players that are rendered ineligible due to local law. Eligible Participants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any Eligible Participant's participation in the Tournament should viruses,

bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Tournament, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Sponsor, Sponsor reserves the right to limit the number of Eligible Participants. Eligible Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament or any other Eligible Participant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Tournament. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If 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: **2015 Fireside Gatherings Championships Series c/o Blizzard Entertainment eSports, P.O Box 18979, Irvine, CA 93623.**

**21. Tournament Sponsor.** The sponsor of the Tournament is Blizzard Entertainment, Inc., c/o 2015 Hearthstone World Championship Tournament, P.O Box 18979, Irvine, CA 92623.