



2017 HEARTHSTONE® “TAVERN VS. TAVERN”

OFFICIAL COMPETITION RULES

1. INTRODUCTION

These 2017 Hearthstone® “Tavern vs. Tavern” Official Competition Rules govern qualification for and competitive play of 2017 Hearthstone® “Tavern vs. Tavern” Competition.

These Official Rules establish the rules of tournament play, including rules governing player eligibility, tournament structure, point structures, prize awards, sponsorships and player conduct.

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

2. HEARTHSTONE “TAVERN VS. TAVERN” COMPETITION

2.1. Acceptance of the Official Rules.

- (a) You may accept these rules by signing or accepting an Innkeeper or Player Participation Form, either in print or online. You also indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the Competition.
- (b) If you are under the age of majority (as described below), your parent or legal guardian may accept these Official Rules on your behalf.
- (c) If you (or your parent or legal guardian) 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 Competition.

2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of Hearthstone in the 2017 Hearthstone “Tavern vs. Tavern” Official Competition.
- (b) These Official Rules are in addition to the Blizzard® End User License Agreement applicable to your use of Blizzard’s Online platform (formerly referred to as “Battle.net,” and referred to hereafter as the “Blizzard Gaming Platform”), the Online Privacy Policy applicable to your use of the “Blizzard Gaming Platform and the other terms and conditions governing use of the Blizzard.net website. The current version of the End User License Agreement for US and Canadian Blizzard account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy for US and

Canadian Blizzard account holders is found at <http://us.blizzard.com/en-us/company/about/privacy.html>.

- (c) 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. Eligibility. You may participate in the Competition if, as of August 7, 2017:

- (a) you are a legal resident of the United States and Canada;
- (b) your Blizzard account is in good standing at the start of the Competition and remains in good standing throughout the Competition (Note - a Blizzard light account is not sufficient for participation in the Competition);
- (c) Your Blizzard Account includes a valid email address (Blizzard reserves the right to verify the email address that you provide);
- (d) you must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Blizzard Account you are using, unless you are a minor using a Blizzard Account registered by your parent or legal guardian;
- (e) to participate in the competition as an Innkeeper, you must have founded a tavern on firesidegatherings.com using the new Fireside Gathering tool.

3.2. Residency Requirements.

- (a) If you want to participate in the Competition you must provide Blizzard with proof that you are a legal resident of the United States and Canada.
- (b) To prove residency, you must provide Blizzard with a Blizzard Account for verification purposes, and the country of residence of your Blizzard Account must be in the North American region. Your Battle Tag must match the tag of your public persona, Blizzard must pre-approve your Battle Tag before you can enter the Competition, and you are not eligible to change the approved Battle Tag until the end of the Competition.

- (c) You are required to play all Competition matches from the country in the region listed on your Blizzard Account during the Competition, except for live events arranged by or for Blizzard. Blizzard may check IP connections at its sole discretion to determine geographical location.
- (d) 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, and Blizzard can begin the verification process.

3.3. Minimum Age Requirements. You may participate in the Competition if you have reached the age of majority in your country of residence as of August 7, 2017. If you are under the legal age of majority in your country of residence, but over the age of 13 as of August 7, 2017, you may still enter the Competition and participate as a player if you otherwise meet all 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. 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 Competition. Should you qualify for Competition events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

3.4. Ineligible Players. The directors, officers and employees of Blizzard, 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 participate in the Competition and/or to win any prizes.

4. COMPETITION QUALIFICATION EVENTS

4.1. Competition Period. Qualification for the Competition shall commence on August 7, 2017, at approximately 12:00 a.m. Pacific Time, and will continue through the end of the Qualification of the Competition, which is expected to conclude on or about November 4, 2017.

4.2. The Competition, Generally. Generally, the Competition will consist of Innkeepers creating an Innkeeper's Tavern Team consisting of three (3) players (a "Team"), who will be identified via unique Blizzard accounts (players may not be on more than one Team). Teams will then be organized into groups, and will compete in a round robin tournament against the other Teams of their group by attending Fireside Gatherings organized by the Team's Innkeeper to determine the top sixteen (16) Teams that will then compete in the Round of Sixteen stage of the Competition, after which the top two

(2) Teams will compete at the Live Finals at BlizzCon in Anaheim, California, November 3rd and 4th, 2017, to determine the winner of the Competition.

4.3. The Competition – rules. The following shall apply to the manner in which the Competition shall be organized and executed:

- (a) Each round will include unique deckbuilding rules that will be communicated to the Teams by Blizzard one (1) week in advance of play.
- (d) For all matches, Teams must use decks created on the Team player's Blizzard accounts.

Decklists will not be revealed publicly until after a match concludes but will be known to the Blizzard's administrators to ensure the list is not changed.

4.4. Tournament Rules; Game Forfeitures.

- (a) Players will use Hearthstone card decks that he/she has created (using cards he/she has collected) on Blizzard's North American server. Card decks created on other regions' servers are not eligible for play in Competition matches, unless a different ruling is decided by the Blizzard.
- (b) After the first game in a match begins, if a player 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 player will win the match.
- (c) Similarly, once the starting hands are provided by the Hearthstone game client, if a player leaves the game for any reason, the player is considered to have forfeited the game. If a player selects a deck with a class that he or she used to win a previous game in the match, that game is considered a loss and forfeited.

5. TOURNAMENT STRUCTURE

5.1. Group Stage.

- (a) The Competition is limited to eighty (80) Teams that will be organized into groups of five (5) teams (16 groups).
- (b) Teams will be assigned to groups at the end of the registration period and will be +/- 1 time zone in distance. The Group Stage competition will take place on or about September 9, 2017.

- (c) Blizzard will provide the Innkeepers with the match times for their Teams, and the Innkeepers will be responsible for coordinating their Fireside Gatherings for their Team to compete in their matches.
- (d) Each approved Fireside Gathering must be posted on firesidegatherings.com
- (e) The top team from each Group shall then compete in the Round of 16 playoff bracket on October 7, 2017.

5.2. The Round of Sixteen Stage.

- (a) The top sixteen (16) Teams from the Group Stage of the Competition will play at times to be announced by Blizzard on or about October 7, 2017.
- (b) Innkeepers whose teams make the Round of 16 shall hold Fireside Gatherings on the days and at the times assigned by Blizzard for the Round of 16 Competition, and post the Fireside Gathering on firesidegatherings.com
- (c) The Teams will play through a sixteen (16) team single elimination bracket to determine the top two (2) Teams of the Competition.

5.3. The Live Finals. The top two (2) Teams from the Round of 16 will play a live match at BlizzCon in Anaheim, California on November 3rd or 4th, 2017 (actual date and time to be determined by Blizzard), that will determine the overall winner of the Competition.

5.4. Prize Awards.

- (a) The top two (2) teams, and their Innkeeper, that will compete at the Live Finals at BlizzCon shall each be provided with: (i) BlizzCon badges for entry to BlizzCon, and (ii) round-trip, coach class air fare to Orange County, California and hotel accommodations at BlizzCon to attend the Live Finals.
- (b) the Innkeepers of the two Teams that will compete at the Live Finals at BlizzCon will each receive ten (10) BlizzCon entry badges for ten (10) patrons of that the Innkeeper's Tavern to attend. Travel to, and accommodations at, BlizzCon will be responsibility of the patrons who receive BlizzCon entry badges from the Innkeepers.
- (c) In addition to the foregoing:

- The three (3) Players on the Team that finishes first in the Competition will each win one (1) ASUS ROG Zephyrus GX501-XS71 15.6” laptop computer, with an approximate retail value of \$2,299.00,
 - the Innkeeper of the Team that finishes first in the Competition will win a Blizzard-sponsored Fireside Gathering viewing party for the HCT World Championship for their home Tavern; and
 - The three (3) Players on the Team that finishes Second in the Competition will each win one (1) ASUS ROG Zephyrus GX501-XS71 15.6” laptop computer, with an approximate retail value of \$2,299.00.
- (d) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the Competition.
- (e) 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 an IRS form W-8 or W-9 to receive a cash prize. 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.
- (f) 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.
- (g) 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. If 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.
- (h) Blizzard will post a list of winners at <http://us.battle.net/hearthstone> no later than November 15, 2017. The list will remain available until May 31, 2018.

5.5. Travel and Expenses.

- (a) Blizzard will, at its cost, make the travel arrangements for those players who qualify for 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.
- (b) For a player to qualify for participation in any in-person game or match that is part of the Competition, that player must have all the necessary visas, passports and other travel documents required to travel to and work in countries where live Competition events will be held. Failure to have the necessary visas, passports and other travel documents required to travel to and work in a country where a live Competition event will be held will result in disqualification for that particular live Competition event.
- (c) All players are responsible for all costs and expenses associated with their participation in the Competition and receipt of any prize 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 Competition 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 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.

6. PLAYER CONDUCT

6.1. Behavior.

- (a) Players must always 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, Competition organizers and members of the administration team, the media, sponsors and fans.
- (b) Players may not use obscene gestures or profanity in their BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the Competition 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.

6.2. Cheating.

- (a) Players must compete to the best of their ability always. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a Competition 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 Competition which is specially designed to detect cheating. Examples of cheating would include:
- 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 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; and
 - Allowing an individual who is not the registered owner of a Blizzard Account to play on that Blizzard Account in Hearthstone or any other Blizzard game.
- (b) If someone asks you to bet on any Competition game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: [FiresideGatherings@blizzard.com].

6.3. Illegal and Unethical Conduct.

- (a) Players are required to observe all laws applicable to their participation in the Competition, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Competition.
- (b) A player may not, during any Competition 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, Hearthstone or any of the other products, services or sponsors of Blizzard.

6.4. 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 Competition and Competition 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.

6.5. Gambling.

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

6.6. 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 Competition 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 Competition 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.

6.7. Non-Disparagement.

- (a) Players always have the right to express their opinions in a professional and sportsmanlike manner. Competition 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 Hearthstone or any other Blizzard title.
- (c) 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.

6.8. 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 Competition schedule.
- (b) Players have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Competition schedule.

6.9. Software and Hardware.

- (a) 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 Competition. Blizzard, at its discretion, will determine bugs and exploits.
- (b) Players must consult with the organizer before bringing electronic storage devices to any Competition 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 while a game or match is played.

6.10. Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, to preserve the reputation of Blizzard and the Competition, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in the Competition and/or Competition Events:
 - Pornography (or materials that Blizzard determines are the equivalent of pornography);

- Alcohol;
 - Tobacco or cigarettes, including vaping products;
 - Firearms;
 - Gambling, including websites that offer gambling;
 - Any person or entity that offers products or services that Blizzard determines are detrimental to Hearthstone, the Competition 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 to fund the development and expansion of the Competition, Competition Events and Hearthstone. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Players participating in the Competition and/or Competition Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.11. Disciplinary Action.

- (a) To preserve the integrity of the Competition and Blizzard's reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules and impose sanctions for violations.
- (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 Competition. In addition, Blizzard may, in its sole discretion:
- Issue a warning to the player and publish that warning on Hearthstone sites;
 - Disqualify the player from participating in any future Hearthstone 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 Hearthstone; and/or
 - Terminate all Blizzard accounts that are held by the player.

- Add the player to a public list of players who are ineligible for play in future Hearthstone events.
- (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 Competition.
- (d) The failure by a player (or his or her parent or legal guardian) 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 Office Rules.

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

7.1. 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.

7.2. 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 Competition 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 Competition or Competition 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).

7.3. Changes to Your Blizzard Account.

- (a) In accordance with the Blizzard 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 Blizzard Account at any time and for any reason at its sole discretion.
- (b) In the event of a conflict between the provisions of the Blizzard End User License Agreement and the provisions of these Official Rules, the provision that is most protective of Blizzard will govern and control.

8. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

8.1. 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, Hearthstone 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 Competition (including any games, matches or other competitions that are part of the Competition) or any Competition Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including Hearthstone and the Competition.

8.2. 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.

8.3. 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 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 Hearthstone, the Competition, the Competition Events or the business of Blizzard and all improvements or enhancements to Hearthstone, the Competition, the Competition Events and the business of Blizzard resulting therefrom;
 - Data and statistics relating to your play of Hearthstone during the Competition, 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 forgoing items.

8.4. Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate the Competition at the time that you registered your Blizzard 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 Competition.

- (b) Blizzard will collect, store, and use information collected in connection with the Competition and Competition 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.

9. RESOLUTION OF DISPUTES

9.1. Applicability.

- (a) This Section 9.0 applies to and governs any Dispute that arises out of or relates to the Competition, a Competition Event or these Official Rules, or the breach thereof.

9.2. Negotiations.

- (a) 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 9.6 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 Blizzard Account.
- (c) You will send your notice to Blizzard at Blizzard Entertainment, Inc., 16215 Alton Parkway, Irvine, CA 92618, Attn.: General Counsel.

9.3. 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 9.6 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 9.6 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.

9.4. 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.

9.5. 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 9.0.

- (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.

9.6. 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.
- (e) For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

9.7. 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.

10. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS

10.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Competition and all accompanying materials are copyright © 2017 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in the Competition 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.

10.2. Changes to Hearthstone.

- (a) Blizzard reserves the right to patch, update or improve Hearthstone 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 Competition.
- (b) You agree that Blizzard will not be liable to you for any changes to Hearthstone or these Official Rules.

10.3. Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for the Competition 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 Competition are superseded.

- (b) Blizzard reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux, to revise, modify, change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Competition or any player's participation in the Competition should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the Competition, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Competition 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 Competition.

10.4. 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.

10.5. 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 Blizzard Account.
- (c) If you have any questions or comments about these Official Rules or the Competition, please email them to esportsteam@blizzard.com or send written questions to: **2017 HEARTHSTONE® "TAVERN VS. TAVERN" Competition c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.**

11. 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.

“Blizzard Account” means a full Blizzard account registered on Blizzard’s North American Gaming Platform that is in good standing and that remains in good standing throughout the Competition. “Blizzard Account” does not refer to a Blizzard light account; a light account is not sufficient for participation in the Competition.

“Blizzard lite account” means a version of Blizzard Account that mobile users can create without accepting the Blizzard 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 1, 2017, 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 Competition, a Competition Event or these Official Rules, or the breach thereof.

“Official Rules” means the 2017 Hearthstone “Tavern vs. Tavern” Official Competition Official Competition Rules (*i.e.*, the terms as set forth this document).

“Competition” means the 2017 Hearthstone® “Tavern vs. Tavern” Competition.

“Competition 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 Competition.

“Competition Period” means the period starting on the Commencement Date and continuing through the end of the Competition period, which is expected to conclude on or about November 4, 2017.

“Website Terms” means the Blizzard® End User License Agreement applicable to your use of the Blizzard Gaming Platform, the Online Privacy Policy applicable to your use of the Blizzard Gaming Platform, and the DC: 5954933-3

other terms and conditions governing use of the Blizzard website. The current version of the End User License Agreement for US and Canadian Blizzard account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy for US and Canadian Blizzard account holders 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.

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