



**2020 WORLD OF WARCRAFT® SUMMER BOWL**

**EUROPE TOURNAMENT**

**OFFICIAL RULES**

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## 1. INTRODUCTION

These 2020 World of Warcraft® Classic Summer Bowl Europe Tournament Official Rules (the “Official Rules”) govern all aspects of the World of Warcraft Classic Summer Bowl Europe Tournament during 2020 (the “Tournament”).

These Official Rules establish the rules of Tournament play, including rules governing player eligibility, Tournament structure, point structure, prize awards, sponsorships, player conduct, and other important legally binding terms.

THE TERMS OF THESE OFFICIAL RULES CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 8 WHICH LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS; AS WELL AS A LIMITATION OF LIABILITY IN SECTION 6 WHICH LIMITS THE LIABILITY OF BLIZZARD AND THE OTHER MEMBERS OF THE BLIZZARD GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS.

Please review the terms contained in these Official Rules carefully. You must accept these Official Rules in order to participate in the Tournament, and you must abide by these Official Rules in order to remain eligible to play in the Tournament and receive prizes.

## 2. ACCEPTANCE AND APPLICABILITY OF THESE OFFICIAL RULES

### 2.1 Acceptance of the Official Rules.

- (a) You indicate your acceptance of these Official Rules by signing up and/or participating in any part of the Tournament.
- (b) If you are under the age of majority in your country of residence (as described below), your parent or legal guardian must accept these Official Rules on your behalf. In such an event, please contact Blizzard for assistance at [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com).

- (c) If you (or your parent or legal guardian, if you are a minor) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Tournament or receive any prize.

## 2.2 Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of *World of Warcraft* in the Tournament.
- (b) These Official Rules are in addition to the Blizzard End User License Agreement applicable to your use of Blizzard's games and online gaming platform, along with Blizzard's Online Privacy Policy.
- (c) There is a Glossary of terms at the back of these Official Rules that explains key terms in greater detail. The Glossary is an important part of these Official Rules.
- (d) If you violate these Official Rules or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action, and legal claims, as explained below.

## **3. PLAYER ELIGIBILITY REQUIREMENTS**

### 3.1 Regional Eligibility.

- (a) You may participate in the Tournament if, as of June 1, 2020, you are a legal resident of Algeria, Austria, Bahrain, Belarus, Belgium, Bosnia and Hercegovina, Bulgaria, Croatia, Cyprus, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Iraq, Ireland, Israel, Italy, Jordan, Kazakhstan, Kuwait, Latvia, Lebanon, Libya, Lithuania, Luxembourg, Macedonia, Malta, Morocco, Norway, Oman, Poland, Portugal, Republic Of Moldova, Romania, Russia, Saudi Arabia, Serbia, Slovakia, Slovenia, South Africa, Spain, State of Qatar, Sweden, Switzerland, The Czech Republic, The Netherlands, Ukraine, Tunisia, Turkey, United Arab Emirates, or United Kingdom, excluding where otherwise prohibited or restricted.

- (b) In order to be eligible to participate in the Tournament, you must have authorized access to a full Blizzard Battle.net account registered on Blizzard's America online gaming service in your own name, or in the case of a minor, in the name of the minor's parent or guardian, as allowed by the Blizzard End User License Agreement. A Blizzard lite account is not sufficient for participation in the Tournament. Your Battle.net account must be in Good Standing at the start of the Tournament and remain in good standing throughout the Tournament. A Battle.net account will be considered to be in "Good Standing" if there are no records of an account suspension greater than 48-hours or an account ban during the Tournament and during the twelve (12) months preceding the commencement of the Tournament. You may register for a Battle.net account for free at <http://blizzard.com>.
- (c) Your Battle.net account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (d) In order to be eligible to participate in the Tournament, you must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Battle.net account, unless you are a minor using a Battle.net Account registered by your parent or legal guardian.

### 3.2 Residency Requirements.

- (a) If you want to participate in a Tournament, you must provide Blizzard with proof that you are either a citizen or a legal resident of one of the eligible jurisdictions set forth above by providing Blizzard with a Battle.net account for verification purposes. The country of residence of your Battle.net account must be one of the eligible jurisdictions set forth above.
- (b) At Blizzard's request, which may occur at any time, you will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence, as set forth below. 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

[WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com), and Blizzard will begin the verification process. Blizzard's decisions as to residency are final and binding.

<b>Photo ID Requirements</b>	
<b>Acceptable Forms of ID</b>	<b>Unacceptable Forms of ID</b>
Government-issued driver's license	Expired identification
Military photo identification card	School-issued photo identification card
Passport	Gym membership card
Health card with photo	Library card
Voter registration card with photo (Mexico)	Public transportation cards
National identity card with photo	Private ID cards

### 3.3 Minimum Age Requirements.

- (a) You may participate in the Tournament if you have reached the age of majority in your country of residence as of June 1, 2020.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of June 1, 2020 you may still enter the Tournament and participate as a player if you otherwise meet all of the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.
- (c) If you are a minor, in addition to your parents or legal guardians reading and accepting the rules, it is important to keep them informed of your participation in the Tournament. Should you qualify for a live Tournament event, 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 Entertainment, Inc., its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family, such as mother, father, brothers, sisters, sons, daughters, stepchildren, and/or legal or common-law spouse, and family household members of each are not eligible to win any prize or participate in any Tournament.
- 3.5 No Purchase Necessary. No purchase is necessary to enter or participate in any Tournament. To be granted free access to a "tournament realm" server for the purpose of participating in a Tournament, please email [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com).

## **4. TOURNAMENT STRUCTURE**

### 4.1 General Tournament Rules.

- (a) Players may register to participate in the Tournament by signing up at <https://gamebattles.majorleaguegaming.com/pc/world-of-warcraft/tournament/wow-classic-summer-bowl-eu>. Signup periods will be publicly announced by Blizzard prior to each Tournament.
- (b) The Tournament consists of head-to-head "PvP" matches between "Battleground Teams" in Warsong Gulch of *World of Warcraft Classic*. Each Battleground Team is made up of ten (10) eligible participants. The members of each Battleground Team shall be designated by one (1) eligible participant who operates as the "Team Captain." Team Captains must invite other eligible participants to join their Battleground Team.
- (c) A Battleground Team must have at least ten (10) players participating in each match.
- (a) The Tournament will be split into 2 stages, a "Qualifiers" and a "Finals." All tournament competition will take place remotely via the internet.

- (b) The dates and times of all Tournament matches will be determined by Blizzard.

#### 4.2 Tournament Qualifiers.

- (c) The "Qualifiers" are open to all eligible participants who sign up. The top six (6) teams from the Qualifiers will qualify to participate in the Finals.
- (d) The Qualifier will consist of a Double Elimination Tournament between Battleground Teams.
- (e) All Qualifier matches shall be a best 1 of 1 series with the exception of the grand finals, which will be best 2 of 3 with no possibilities of a double finals being played.
- (f) At Blizzard's discretion, one game-starting method will be set for the Tournament. In the event a Tournament Admin is not available to invite each team to a Wargame, Teams will need to Wargame themselves. Each Match is comprised of one (1) Engagement with the winning Battleground team declared the winner of the match. Each Engagement continues until one Team has captured all three (3) flags, or until the time limit for the Engagement is reached, which is set at thirty-five (35) minutes in the tournament. In the event the time limit for the Engagement is reached and neither teams have captured 3 flags, the game will be adjudicated as follows.
  - (a) Team with the most flag captures within the thirty-five (35) minutes shall be declared the winner
  - (b) If tied, the team with the most recent flag capture shall be declared the winner
  - (c) If neither team has captured any flags, the game will be won by the team who secured the most kills

- (d) If flags are tied at no captures and kills are also tied, the team that has dealt the most damage in the battle will be declared the winner.

Each team will declare a starting composition to Blizzard's Tournament Admin prior to the match. In the event a Tournament Admin is not available, the higher ranked or seeded team will start the Wargame. Note that this will be a blind pick, and the opposing team's composition should not be revealed prior to the match.

- (g) Following the game, if the game was not started by an admin, both teams must screenshot the end of battleground scoreboard and send it to the Tournament Admin within five (5) minutes of the match.
- (h) Players experiencing connection or other issues should leave the map before the doors open.
- (i) Once a match begins, should one or more eligible participants on a Team lose their connection to the in-game match and 'drop,' the game will continue, with the other members of the Team continuing to play.
- (j) Battleground Team Members will have ten (10) minutes prior to the start of the first match to prepare the computer on which they will participate in the match.
- (k) Should a Battleground Team use an eligible participant who is not a registered member of the Battleground Team in a match, Blizzard will penalize the Battleground Team, which could include loss of the match, disqualification, or a re-game, at Blizzard's sole discretion.
- (l) The Battleground teams that place first, second, third, fourth, fifth and sixth in the qualifiers will qualify into the tournament finals.

#### 4.3 Battleground Team Roster Swapping.

- (a) Battleground Teams are considered “locked” after they have competed in the qualifier match. “Locked” teams must abide by the following restrictions when making any adjustments to their roster of players:
- A “Roster Swap” consists of any addition made for any reason to a team’s active roster of players. This includes, but is not limited to, swapping a player out for another. Removing a player without reducing the Team’s roster below three players is not considered a Roster Swap.
  - Teams will be allowed to make up to two (2) roster swaps between the Qualifiers and the Finals. If the team makes more than two (2) swaps they will forfeit their spot in the finals and the next seeded team will be invited.
  - In order to confirm a roster swap, the majority of players, six (6) out of ten (10) must send an email to [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com) confirming the battletag of the replaced player and new player on the roster.
- (b) In emergency circumstances, Blizzard reserves the right, in its sole discretion to allow Arena Teams to perform a temporary Roster Swap. Players must contact a Tournament Admin at [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com) no less than twenty-four (24) hours prior to a scheduled match if any emergency Roster Swaps are needed for that match.

#### 4.4 Tournament Finals.

- (a) The Finals will consist of a competition between the top six (6) Battleground teams from the Qualifiers.
- (b) The Finals will consist of a double elimination tournament between the qualified Battleground Teams. This tournament will be seeded based on performance in the qualifiers.

- (c) The Finals matches shall be a best 1 of 1 series with the exception of the grand finals, which will be best 2 of 3 with no possibilities of a double finals being played. Finals matches will operate in the same match format as the qualifiers.

4.5 Prize Awards.

- (a) Winners of the Finals will receive the following prizes. Cash prizes will be split equally among the ten (10) members of the recipient team who participated in the Finals. All prizes are subject to the prize award terms set forth below.

<b>Classic Summer Bowl Finals Tournament Prizes</b>	
<b>Tournament Placement</b>	<b>Prize Award Per Team (USD)</b>
1st Place	\$3,000
2nd Place	\$1,000

- (b) The awarding of prizes is void where prohibited or restricted.
- (c) 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 an IRS form W-8 or W-9 and other tax and payment documentation as a condition of receiving a prize.
- (d) As a condition of being awarded any prize, winners will also be required to execute and deliver to Blizzard a signed affidavit of eligibility, a written acceptance of these Official Rules, a release of liability, and any other documentation which may be requested by Blizzard. In the event that a winner is under the age of majority, the winner’s parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit within seven (7) days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all

required materials; proof of sending will not be considered proof of receipt by Blizzard.

- (e) Prizes are not transferable. Notwithstanding the forgoing, a player may request that Blizzard pay a prize award to that player's contracted team organization, provided that Blizzard receives a signed prize payment transfer document from the player (Blizzard will provide such document upon request). Blizzard reserves the right to refuse prize payments to any team organization in its sole discretion.
- (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 noncash prize.
- (g) All participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (*e.g.*, on a leaderboard) during the Tournament does not entitle any participant to a prize.

## **5. PLAYER CONDUCT**

### 5.1 Behavior.

- (a) Players must at all times observe the highest standards of personal integrity and good sportsmanship. Players are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament organizers and members of the administration team, the media, sponsors and fans. This includes but is not limited to the following: conduct on social media, live streams, videos, in-person at events and on stage, or anything public-facing. What qualifies as "sportsmanlike manner" is up to Blizzard's sole discretion.

- (b) Players may not use obscene gestures, profanity, or references to drugs, sex or violence in their Team Names, BattleTags, player handles, game chat, lobby chat live interviews or any public facing media. This rule applies to English and all other languages and includes abbreviations and/or obscure references.
- (c) Players are expected to settle their differences in a respectful manner without resorting 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.
- (d) Tournaments are a place for players from around the world, from different cultures, and from different backgrounds, to come together to compete and share their passion for our game. Participants in our competitions should be focused on bringing the world together through epic entertainment, celebrating our game, players, and fans, and building diverse and inclusive communities. Players must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official Tournaments or on any official Blizzard channels (e.g. match broadcasts, Blizzard-produced shows). Throughout the period on match day that a Player is visible to the live and camera audience(s) on official Blizzard channels, they may not wear, display or otherwise convey personal messages without express approval from Tournament officials, which approval shall not be granted for political messages.

5.2 Cheating. Players must compete to the best of their ability at all times. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a Tournament game or match so that the outcome is determined by anything other than its merits. Players may be required to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Examples of cheating would include but are not limited to:

- (a) Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or Match, including losing a game or Match with another player in order to advance one or the other's rank;
- (b) Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;
- (c) Tampering with the entry process or the operation of the Tournament
- (d) Any use of bots, hacks, firehacks, or any code and/or software not expressly authorized by Blizzard that allows the automated control of World of Warcraft, Blizzard's online gaming service, or any component or feature thereof;
- (e) Any intentional use, or attempted use, by a player of any bugs or exploits in the game may result in a forfeit of the Match and disqualification from the Tournament. Blizzard, at its discretion, will determine bugs and exploits; and
- (f) Any known bugs or exploits must be presented to the tournament organizer before play begins.
- (g) Allowing an individual who is not the registered owner of a Battle.net Account, other than a minor playing on an Account registered by the Minor's parent or guardian, to play on that Battle.net Account in *World of Warcraft* or any other Blizzard game.
- (h) Players may not advertise, promote, or advocate any service or action that violates the Blizzard End User License Agreement.

If someone asks you to bet on any Tournament game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address:

[WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com).

- 5.3 Illegal and Unethical Conduct. Players are required to observe all laws applicable to their participation in the Tournament, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tournament. A player may not, during any Tournament Event, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Blizzard, World of Warcraft or any of the other products, services or sponsors of Blizzard.
- 5.4 Anti-Harassment. Blizzard is committed to providing a competitive environment that is free of harassment and discrimination. In furtherance of this commitment, players engaged in the Tournament and Tournament Events are prohibited from engaging harassment or discrimination based on race, color, religion, gender, national origin, age, disability, sexual orientation or any other status or characteristic protected by law.
- 5.5 Gambling. Gambling on the outcome of Tournament games or matches can pose a serious threat to the integrity of Blizzard esports and public confidence in the Tournament. Players are not allowed to place, or attempt to place, bets on any games or Matches involving competitive play of a Blizzard title, including *World of Warcraft*. This rule also prohibits players from participating in anyone else's betting activities, asking anyone to place bets on Tournament games or matches on a player's behalf, or encouraging anyone else to bet on Tournament games or matches.
- 5.6 Alcohol and Drugs. Blizzard's goal is to provide a safe competitive environment by eliminating the hazards to health and safety created by alcohol and drug misuse and abuse. Blizzard will not tolerate the presence of illegal drugs or the unapproved use of legal drugs at any Tournament Event. Accordingly:
- (a) The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly

prohibited while a player is engaged in Tournament Events or on premises that are owned by or leased to Blizzard or a tournament organizer.

- (b) The unauthorized use or possession of prescription drugs by players is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the condition for which they are prescribed and may not be used to enhance performance in a game or Match.

#### 5.7 Non-Disparagement.

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

#### 5.8 Interviews and the Media.

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

the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Tournament schedule.

(c) Competing players will be expected to fulfill all media obligations set by Blizzard.

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

5.10 Restricted Sponsorships.

(a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the Tournament, Blizzard needs to place some restrictions on sponsor categories.

(b) The following sponsor categories will not be allowed for any player participating in the Tournament and/or Tournament Events:

- Pornography (or materials that Blizzard, in its sole discretion, determines are the equivalent of pornography);
- Materials related to gambling, lotteries, any illegal activities, websites that offer gambling, or any other service or product that abets, assists or promotes gambling;
- Alcohol;
- Tobacco, cigarettes, or vaping products;
- Narcotics, or similar controlled substances;

- Firearms;
  - Anything defamatory, obscene, profane, vulgar, repulsive, offensive, or anything that describes or depicts any internal bodily functions, symptomatic results of internal conditions, or refers to things that a reasonable person might consider socially unacceptable;
  - Anything containing a trademark, copyrighted material or some other element of intellectual property that's used without the owner's consent or might subject the Tournament organizer and his affiliates to claims of infringement, misappropriation, or other forms of unfair competition;
  - Any person or entity that offers products or services that Blizzard determines are detrimental to *World of Warcraft*, the Tournament or Blizzard's business, or that give one player an unfair advantage over another player, including but not limited to hacking, gold selling services, account sellers and key sellers; and/or
  - Anything that disparages an opposing team or player or any other person, entity or product.
- (c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the Tournament, Tournament Events and *World of Warcraft*. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Players participating in the Tournament and/or Tournament Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

#### 5.11 Disciplinary Action.

- (a) In order to preserve the integrity of the Tournament and Blizzard's reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and

impose sanctions for violations. You agree to cooperate with Blizzard in any such investigation.

- (b) If Blizzard determines that a player has been cheating or has otherwise violated these Official Rules, the player may be immediately disqualified and removed from the Tournament. In addition, Blizzard may, in its sole discretion:
- Issue a warning to the player and publish that warning publicly on *World of Warcraft* websites;
  - Disqualify the player from participating in any future *World of Warcraft* tournaments and events;
  - Revoke all or any part of the points and prizes previously awarded to the player;
  - Terminate all licenses granted to the player for Blizzard titles, including *World of Warcraft*; and/or
  - Terminate all Battle.net accounts that are held by the player.
- (c) Blizzard's determination as to the appropriate disciplinary action will be final and binding. Blizzard reserves the right to lock out players whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament.
- (d) The failure by a player (or his or her parent or legal guardian if a minor) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Official Rules.

## **6. LIMITATIONS OF LIABILITY AND DISCLAIMERS**

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

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

6.2 Disclaimers.

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

### 6.3 Changes to Your Blizzard Battle.net 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, accounts, statistics, user profiles, and any information created, stored, processed or uploaded to your Battle.net Account at any time and for any reason at its sole discretion.
- (b) In the event of a conflict between the provisions of the Blizzard End User License Agreement and the provisions of these Official Rules, the provision that is most protective of Blizzard will govern and control.

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

### 7.1 License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as an elite player and help you develop your personal brand. To do that, Blizzard needs a license to use your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory (“Your Brand Materials”). Blizzard also wants to use Your Brand Materials to promote Blizzard, *World of Warcraft*, and our other products and services, and you agree that Blizzard may do that.
- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming (including via internet transmission and wireless networks) of all or any part of the Tournament (including any games, Matches or other competitions that are part of the Tour) or any Tournament Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including *World of Warcraft* and the Tournament.

### 7.2 Advertising Materials.

- (a) The grant of rights and licenses in Section 7.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
- Websites of Blizzard and its streaming and broadcast partners;

- Social media postings;
  - Print and online advertising and content;
  - Network, cable and local television and radio;
  - Newspaper and magazine advertising and content;
  - Online advertising and content, including banners, leaderboards and skyscrapers;
  - Outdoor and indoor billboards, posters, signs and displays;
  - Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
  - Press releases, newsletters and e-alerts; and
  - Hats, shirts and other apparel and gaming gear and peripherals.
- (b) You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.
- (c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.

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

- (a) As between you and Blizzard, you are the sole owner of Your Brand Materials.
- (b) As between you and Blizzard, Blizzard shall be the sole owner of all of the following:

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

#### 7.4 Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate the Tournament at the time that you registered your Battle.net Account, and without limiting Blizzard's rights under its Online Privacy Policies, Blizzard will use such information to contact you for matters and events related to the operation of the Tournament.
- (b) Blizzard will collect, store, and use information collected in connection with the Tournament and Tournament Events (including information collected at live

events) in accordance with Blizzard's Online Privacy Policy, available at <http://www.blizzard.com/us/privacy.html>.

- (c) By accepting these Official Rules, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

## **8. RESOLUTION OF DISPUTES**

### 8.1 Applicability.

This Section 8 applies to and governs any Dispute that arises out of or relates to the Tournament, a Tournament Event or these Official Rules, or the breach thereof.

### 8.2 Negotiations.

- (a) In an effort to accelerate resolution and reduce the cost of any Dispute, you and Blizzard agree to first attempt to negotiate a resolution of any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding, unless one or more of the exceptions to negotiations and arbitration in Section 8.6 below apply.
- (b) Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your Battle.net Account.
- (c) You will send your notice to Blizzard at Blizzard Entertainment, Inc., 1 Blizzard Way, Irvine, CA 92618, Attn.: General Counsel.

### 8.3 Binding Arbitration.

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

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

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

#### 8.4 Arbitration Procedures.

- (a) The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The decision of the arbitrator shall be final and binding on you and Blizzard, and any award of the arbitrator may be entered in any court of competent jurisdiction.

- (b) THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation. The parties understand that the right to discovery may be more limited in arbitration than in court.

8.5 Class and Collective Action Waiver.

- (a) You and Blizzard agree that any arbitration or court proceeding shall be limited to the Dispute between Blizzard and you individually. You acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between you and Blizzard; (ii) there is no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) you will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or any dispute brought in court. Any Dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section 8.5.
- (b) 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.
- (c) Under no circumstances do you or Blizzard agree to class or collective procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings.

8.6 Location of Arbitration.

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

#### 8.7 Governing Law.

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

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

9.1 Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Tournament and all accompanying materials are copyright 2020 Blizzard Entertainment, Inc.
- (b) Nothing in these Official Rules or your participation in the Tournament grants to you, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

9.2 Changes to World of Warcraft.

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

9.3 Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of Blizzard for the Tournament that are in effect at the time of their publication. All previously issued rules, policies and practices (other than the Website Terms), whether in print or online, relating to the Tournament are superseded.
- (b) Blizzard reserves the right to change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any player's participation in the Tournament should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the Tournament, or Blizzard otherwise

becomes (as determined in its sole discretion) incapable of running the Tournament as planned.

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

#### 9.4 No Employment Relationship.

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

#### 9.5 Communications.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Battle.net Account.
- (c) If you have any questions or comments about these Official Rules or the Tournament, please email them to [WoWEsportsAdmin@Blizzard.com](mailto:WoWEsportsAdmin@Blizzard.com) or send written questions to: 2020 World of Warcraft Arena Cups c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.

## **10. GLOSSARY**

**“Advertising Materials”** means (a) the websites of Blizzard and its streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) network, cable and local television and radio; (e) newspaper and magazine advertising and content; (f) online advertising and content, including banners, leaderboards and skyscrapers; (g) outdoor and indoor billboards, posters, signs and displays; (h) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (i) press releases, newsletters and e-alerts; and (j) hats, shirts and other apparel and gaming gear and peripherals.

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

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

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

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

**“Official Rules”** means the *2020 World of Warcraft Classic Summer Bowl Europe Tournament Official Rules* (*i.e.*, the rules, terms and conditions as set forth this document).

**“Roster Swap”** means any addition made for any reason to a team’s active roster of players. This includes, but is not limited to, swapping a player out for another.

**“Tournament”** means all of the tournament events that are outlined in these Official Rules. The Tournament includes the Summer Bowl Qualifiers and Finals.

**“Tournament Admin”** means an individual appointed by Blizzard that enforces Blizzard’s rulings related to the Tournament, and helps organize and orchestrate the in-game portion of the Tournament.

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

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

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

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