



2017 HEARTHSTONE® AMERICAS CHAMPIONSHIP TOUR
OFFICIAL COMPETITION RULES

TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	AMERICAS CHAMPIONSHIP TOUR	1
	2.1. Acceptance of the Official Rules	1
	2.2. Applicability of the Official Rules	1
3.	PLAYER ELIGIBILITY REQUIREMENTS	2
	3.1. Regional Eligibility	2
	3.2. Residency Requirements	2
	3.3. Minimum Age Requirements	3
	3.4. Ineligible Players	3
4.	TOUR QUALIFICATION EVENTS	4
	4.1. Tour Period	4
	4.2. Hearthstone Competitive Points Rank	4
	4.3. Ranked Play	5
	4.4. Hearthstone Cup Tournaments	6
	4.5. Hearthstone Major Tournaments	6
	4.6. Tavern Hero Tournaments	7
	4.7. Hearthstone Season Championship Tournaments	7
	4.8. Hearthstone World Championship Finals	8
5.	TOURNAMENT STRUCTURE	8
	5.1. Tournament Rules; Game Forfeitures	8
	5.2. Season Championship Tournaments Generally	9
	5.3. Winter Championship Tournament	9
	5.4. Spring Championship Tournament	12
	5.5. Summer Championship Tournament	13
	5.6. Last Call	14
	5.7. Prize Awards	15

5.8.	Travel and Expenses	15
6.	PLAYER CONDUCT	16
6.1.	Behavior	16
6.2.	Cheating	16
6.3.	Illegal and Unethical Conduct.....	17
6.4.	Anti-Harassment	17
6.5.	Gambling.....	17
6.6.	Alcohol and Drugs.	18
6.7.	Non-Disparagement	18
6.8.	Interviews and the Media.....	19
6.9.	Software and Hardware.....	19
6.10.	Restricted Sponsorships.....	19
6.11.	Disciplinary Action.....	20
7.	LIMITATIONS OF LIABILITY AND DISCLAIMERS	21
7.1.	Cap on Liability; No Punitive Damages	21
7.2.	Disclaimers.....	21
7.3.	Changes to Your Battle.net Account.....	22
8.	USE OF YOUR BRAND MATERIALS AND PERSONAL DATA.....	22
8.1.	License to Use Your Brand Materials.....	22
8.2.	Advertising Materials.....	23
8.3.	Ownership of Advertising Materials, Feedback, Stats and Suggestions.....	24
8.4.	Collection of Personal Data	24
9.	RESOLUTION OF DISPUTES	25
9.1.	Applicability.....	25
9.2.	Negotiations.....	25
9.3.	Binding Arbitration.....	25
9.4.	Arbitration Procedures	26

9.5.	Class and Collective Action Waiver	26
9.6.	Location of Arbitration.	27
9.7.	Governing Law	27
10.	GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS	28
10.1.	Blizzard Copyrights and Trademarks.....	28
10.2.	Changes to Hearthstone.....	28
10.3.	Changes to these Official Rules	28
10.4.	No Employment Relationship.....	29
10.5.	Communications.	29
11.	GLOSSARY.....	30

1. INTRODUCTION

These 2017 Hearthstone Americas Championship Tour Official Competition Rules govern qualification for and competitive play of Hearthstone in the 2017 Hearthstone Americas Championship Tour.

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

2. AMERICAS CHAMPIONSHIP TOUR

2.1. Acceptance of the Official Rules.

- (a) You may accept these rules by signing or accepting a 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 Tour.
- (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 Tour.

2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of Hearthstone in the 2017 Hearthstone Americas Championship Tour. Other rules apply to competitions taking place in the Asia-Pacific region, in Europe, in China and at the World Championship level.
- (b) These Official Rules are in addition to the Battle.net® End User License Agreement applicable to your use of Battle.net, the Online Privacy Policy applicable to your use of Battle.net, and the other terms and conditions governing use of the Battle.net website. The current version of the End User License Agreement for US and Canadian Battle.net 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 Battle.net 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. Regional Eligibility.

- (a) You may participate in the Tour if, as of November 7, 2016, you are a legal resident of one of the following countries: United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela.
- (b) In order to be eligible, you must have authorized access to a full Battle.net account registered on Blizzard's America Battle.net service which contains a full Hearthstone game license. Your account must be in good standing at the start of the Tour and remain in good standing throughout the Tour. A Battle.net light account is not sufficient for participation in the Tour.
- (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 participate in the Tour, you must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Battle.net Account, unless you are a minor using a Battle.net Account registered by your parent or legal guardian.

3.2. Residency Requirements.

- (a) If you want to participate in the Tour you must provide Blizzard with proof that you are either a citizen or a legal resident of a country in the Americas region whose residents are eligible to participate in the Tour.
- (b) In order to prove residency, you must provide Blizzard with a Battle.net Account for verification purposes, and the country of residence of your Battle.net Account must be one of the eligible countries in the Americas region set forth above. Your BattleTag must match the tag of your public persona, Blizzard must pre-approve your BattleTag before you can enter the Tour, and you are not eligible to change the approved BattleTag until the end of the Tour.

- (c) You are required to play all Tour matches from the country in the Americas region listed on your Battle.net Account during the Tour, except for live events arranged by or for Blizzard. Blizzard may check IP connections at its sole discretion to determine geographical location.
- (d) If you travel outside of your country of residence during the Tour Period, then you must notify Blizzard in advance unless the travel is for purposes of participating in either the playoffs, or finals, for one of the Season Championship Tournaments.
- (e) 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.

- (a) You may participate in the Tour if you have reached the age of majority in your country of residence as of November 7, 2016.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of November 7, 2016, you may still enter the Tour 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) 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 Tour. Should you qualify for Tour events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

3.4. Ineligible Players.

- (a) The directors, officers and employees of Blizzard, 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 Tour and/or to win any prizes.

4. TOUR QUALIFICATION EVENTS

4.1. Tour Period.

- (a) Qualification for the Tour shall commence on November 7, 2016, at approximately 12:00 a.m. Pacific Time, and will continue through the end of the Tour, which is expected to conclude on or about January 21, 2018.
- (b) During the Tour Period, there are two ways to qualify for the Tour:
 - Winning a Fireside Gathering Tournament that Blizzard has designated as an event that awards a berth to a Season Playoff Tournament; or
 - Attaining a sufficiently high Hearthstone Competitive Rank, as described below.

4.2. Hearthstone Competitive Rank.

- (a) During the Tour Period, players will be able to earn points toward their 2017 Hearthstone Competitive Rank. Points are earned based on performance, with better results awarding more points.
- (b) A player will be able to earn points towards his or her Hearthstone Competitive Rank during the Tour Period by:
 - Engaging in Standard Ranked Play on the Hearthstone Ladder;
 - Competing in Hearthstone Cup Tournaments, in which Blizzard may award points to top placing players, except that players may only earn points from one Hearthstone Cup Tournament in any monthly period;
 - Competing in Hearthstone Major Tournaments, in which Blizzard may award points to top placing players;
 - Earning a berth to, and competing in, the Winter, Spring and Summer Championship Tournaments; and
 - Earning a berth to, and competing in, the 2017 Hearthstone World Championship Finals.

- (c) Over the course of the Tour Period, each player will have four separate Hearthstone Competitive Ranks: three Season HC Ranks and one Last Call HC Rank.
- (a) Each Season HC Rank (2017 Winter HC Rank, 2017 Spring HC Rank, 2017 Summer HC Rank, and 2017 Last Call HC Rank) will reflect the HC Rank points accumulated during that particular Season (Winter, Spring, Summer, or Last Call). For the purposes of invitations to the 2017 Winter Championship, 2016 Summer Championship Tour Points and 2016 Hearthstone World Championship at BlizzCon Points will be reflected in the 2017 Winter HC Rank. The 2017 Winter HC Rank will reflect these points until after the 2017 Winter Championship occurs, at which time the 2016 Summer Championship Tour points will deprecate and be removed from the 2017 Winter HC Rank, however the 2016 Hearthstone World Championship points will remain as part of the 2017 Winter HC Rank. The 2017 Last Call HC Rank will reflect the HC Rank points accumulated during the entire 2017 Tour Period (this does not include 2016 Summer Championship Tour Points, but does include the points earned from the 2016 Hearthstone World Championship at BlizzCon which are reflected in the 2017 Winter HC Rank).

4.3. Ranked Play.

- (a) A player will be awarded HC Rank points based on his/her standing in Standard Ranked Play on the Hearthstone Ladders at the end of each Standard Ranked Play season during the Tour Period.
- (b) Each player who finishes a Standard Ranked Play season at Legend rank or better will earn the following points towards his/her HC Rank:

Ranked Play	
1st Place	12 points
2nd - 10th Places	10 points
11th - 25th Places	8 points
26th - 50th Places	6 points
51st - 100th Places	4 points
101 st -200 th Places	2 points
Legend	1 point

- (d) A player may only earn points from a single in-game Hearthstone Ladder per Standard Ranked Play season, but the points they earn will be based off their highest placement on the Americas, Asia, or Europe in-game Hearthstone Ladders. Hearthstone Competitive Points awarded based on a player’s standing in Standard Ranked Play on the Hearthstone Ladders at the end of each Standard Ranked Play season may be revoked at Blizzard’s discretion. Situations that might lead to such an action could include where a player engages in account sharing, boosting, wintrading, etc., or where Hearthstone Competitive Points were incorrectly to the player.

4.4. Hearthstone Cup Tournaments.

- (a) Any event operated by a third party that awards points must follow the Blizzard-approved criteria, which are listed at PlayHearthstone.com and must submit all information to the Blizzard esports team for review and acceptance. Events must have a minimum of 128 open spots. 64 players must participate for the event to be considered to be able to award points. All matches must be at least Best of 5 of one of the approved formats listed at PlayHearthstone.com. Blizzard will post any Hearthstone Cup Tournament that it approves on PlayHearthstone.com.
- (b) Players may earn points from only one Hearthstone Cup Tournament in any monthly period. Subject to that limitation, a player who finishes in the top eight at a Hearthstone Cup Tournament will earn the following points towards his/her HC Rank:

Hearthstone Cups	
1st Place	5 points
2nd Place	3 points
3rd - 4th Places	2 points
5 th -8 th Places	1 point

- (c) Hearthstone Cup Tournaments posted on PlayHearthstone.com may have their points revoked at Blizzard’s discretion.

4.5. Hearthstone Major Tournaments.

- (a) Any event operated by a third party that awards points must follow the Blizzard-approved criteria, which are listed at www.playhearthstone.com/esports, and must submit all information

to the Blizzard esports team for review and acceptance. Blizzard will post any Hearthstone Major Tournament that it approves on PlayHearthstone.com.

- (b) Players who finish in the top sixteen at a Hearthstone Major Tournament will earn the following points towards their HC Ranks:

Hearthstone Majors	
1st Place	15 points
2nd Place	12 points
3rd - 4th Places	8 points
5th - 8th Places	4 points
9 th - 16 th Places	2 points

4.6. Tavern Hero Tournaments.

- (a) Blizzard will designate certain Fireside Gatherings as Tavern Hero Tournaments (which are tournaments held at Fireside Gathering locations). The winners of these tournaments will be able to enter into their next Regional Season Playoff Tournament, placed into the first part as described below (5.2.a). The top 8 of these players from this part 1 will advance to the next part and be seeded alongside the top 64 points earners. Any event operated by a third party that awards points or grants entry to a Blizzard tournament must follow the Blizzard-approved criteria, which are listed at PlayHearthstone.com, and must submit all information to the Blizzard esports team for review and acceptance. Blizzard will post any qualification-awarding Fireside Gathering Tournament on PlayHearthstone.com, where Blizzard will also announce how many places will be earned by the top finishers.

4.7. Hearthstone Season Championship Tournaments.

- (a) As described further below, participants in each of the three Season Championship Tournaments will earn the following points toward their HC Ranks:

Season Championship Tournaments	
1st Place	20 points
2nd Place	15 points
3rd - 4th Places	10 points
5th - 8th Places	8 points

9th - 16th Places	6 Points
17th - 32nd Places	4 Points
32nd Place and below	2 Point

4.8. Hearthstone World Championship Finals.

- (a) Players who earn a berth to, and compete in, the 2017 Hearthstone World Championship Finals will earn the following points toward their HC Ranks:

World Championship Finals	
1st Place	25 points
2nd Place	20 points
3rd - 4th Places	15 points
5 th -8 th Places	10 points
9 th -16 th Places	8 points

5. TOURNAMENT STRUCTURE

5.1. Tournament Rules; Game Forfeitures.

- (a) For all Tour matches, each player will use Hearthstone card decks that he/she has created (using cards he/she has collected) on the Americas region servers on Battle.net. Card decks created on other regions' servers are not eligible for play in Tour matches, unless a different ruling is decided by the Blizzard Esports team.
- (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.

5.2. Season Playoff Tournaments Generally.

- (a) Each Season Playoff Tournament is divided into two parts: The Tavern Hero part, which are referred to as the “Season Tavern Hero Tournament,” and the later part which begins with the top 64 players based on HC Rank in their Region and the top 8 Tavern Heroes of the Season Tavern Hero Tournament part.
- (b) Each Season Playoff Tournament will include the Tavern Heroes and the top 64 players based on HC Rank (in the event of a tie for 64th place, all players tied for 64th place will be invited to participate), and will have a total prize pool of USD \$25,000.

5.3. Winter Playoff Tournaments.

- (a) The Tavern Heroes and the players who are ranked in the top 64 positions in the Americas, Asia-Pacific, and Europe regions including all players tied for 64th place (as recorded in Blizzard’s Winter HC Ranking system) as of February 1, 2017, will be invited to compete in their respective 2017 Winter Playoff Tournaments.
- (b) The Winter HC Ranking system will constitute points earned from the 2016 Summer Regional Championship tournaments, HC points earned during the 2017 Winter Point Earning period (November 1st, 2016 to January 31st 2017) including the points earned in the 2016 Hearthstone World Championship at BlizzCon.
- (c) Blizzard, in its sole discretion, will determine the dates, times and locations for the Winter Playoff Tournaments.
- (d) For the Winter Playoff Tournaments, a player may compete from the location that is most convenient (from among those Blizzard designates), but each player will be matched against his or her opponent based on seeding regardless of where in the Americas region the players are actually located.
- (e) All players, including Tavern Heroes, will be seeded based on their Winter HC Rank. All players must attend one of the live events to participate in their Winter Playoff Tournaments. Blizzard will distribute invitations to their Winter Playoff Tournaments by email to players who qualify no less than a week before the dates of the tournament.
- (f) Players will be seeded by their Winter HC Rank into a standard Swiss Tournament, where they will compete over the internet to determine the ‘Round of Eight’ over 7 rounds of Swiss (*i.e.*, the eight finishers based on match scores from the Swiss Tournament). All matches inside a

round must be completed at which point all new pairings for the upcoming round will be made based on the results of the previous round. These pairings will be based on the Swiss record of the players through their Winter Playoff Tournaments. Starting with the players with the best record, players are randomly paired against other players with the same record that they have not played previously in the tournament. If there are no players left with the same record, the remaining player will be paired against a random player with the next best record. This process continues until there are no matches able to be created. Any remaining player receives a bye. Ties will be determined by a set of tie breakers determined by the organizer. 7 Rounds will advance this way at which point the Round of 8 will be determined by the 8 players with the best Swiss Match Record. Any players with the same match record will be ranked according to their tie-breakers. Once in the Round of 8 the next Stage will begin which will be a single elimination 8 player bracket. Players will be seeded into this bracket based off their match scores from the Swiss Tournament Round. The Top 4 Players from the Round of Eight will earn a berth into the Winter Championship Tournament.

5.4. Winter Championship Tournament.

- (a) The Winter Championship Tournament will consist of sixteen players. Four players from the Americas Winter Playoff Tournament, four players from the Europe Winter Playoff Tournament, four players from the Asia-Pacific Winter Playoff Tournament, and four players from the China Hearthstone Game Region as determined by Blizzard Entertainment. For the Round of Sixteen Blizzard may, in its sole discretion, choose to provide lodging and transportation for the players who reach the Round of Sixteen to a location where the players will compete in a studio, 'off line,' to determine the winner of the Winter Championship Tournament. For the Round of Sixteen, the players will be divided into four groups of four players each to participate in a dual-tournament group stage. Each group will be seeded according to the player's results from the Winter Playoffs and the player's Winter HC Rank, with better results providing a player a higher seeding in the Round of Sixteen.
- (b) Participants who qualify for the Round of Sixteen will be seeded into a group stage based on their results from the Winter Playoffs and their HC Rank, with four dual-tournament groups of four players each. In the Round of Sixteen dual-tournament group stage, the sixteen players will be divided into four groups of four based on their Winter Playoffs results and Winter HC Rank, with each group consisting of a top seed from one of the four regions. Each group will also contain a second seed, third seed, and fourth seed all from different regions so that the final composition of the four groups will have one representative from each region (Americas, Asia-Pacific, China, and Europe) and one first, second, third, and fourth seeded player.

- (c) The regional seeding for the Americas, Asia-Pacific, and Europe region's will be determined by who finished first, second, third, and fourth in their regions Winter Playoff. First place will get first seed, second place second seed, third and fourth seeds will be determined by their Winter HC Rank with the higher point earner between them being awarded the third seed and the lower point earner between them being awarded the fourth seed.
- (d) Each group of four will compete in its own double-elimination tournament of seven matches: The highest-seeded player in each group will initially play the lowest seeded player in the group (Match A) and the two middle-seeded players will initially play each other (Match B).
- (e) The losers of those first two matches will play each other in the first match of the losers' bracket (Match C), and the loser of that match will be eliminated from the tournament. The winners of the first two matches will play each other in the final match of the winners' bracket (Match D), with the winner of that match advancing to the Round of Eight and the loser dropping down to the loser's bracket to face the winner of Match C in the final match of the loser's bracket (Match E). The winner of that match will advance to the Round of Eight and the loser of that match will be eliminated from the tournament.
- (f) The Round of Eight will consist of a single-elimination bracket until the 2017 Winter Champion is crowned. Matches will utilize a best of seven, "Conquest with 1 Ban," format with five classes per player each match. Each player will submit five unique classes and decklists prior to the event.
- (g) At the outset of the match, both players will ban one class (*i.e.*, identify a class that his/her opponent will not be permitted to play that game). Both players will know their opponents' four chosen classes before banning. Both players will communicate their bans to the Blizzard representative in charge of their match at the same time "blind" (*i.e.*, without knowing which class the other player banned). In each game, both players will pick their own classes "blind" (*i.e.*, without knowing the other player's chosen class).
- (h) When a player wins a game, the winning player cannot use the class that was used for that game for the remainder of the match. The player that loses a game can keep the same class or switch to a different class at his/her choice, with such a switch being a "blind" as to his/her opponent's chosen class. The first player to win four games wins the match.
- (i) The winner of the Winter Championship Tournament will win USD \$60,000, second place will earn \$40,000, and third/fourth places will earn \$20,000. These top 4 players will earn berths

into the 2017 Hearthstone World Championship, which includes round trip coach air fare to, and lodging at, the site of the 2017 Hearthstone World Championship.

- (j) The players in the Winter Championship Tournament will earn the following prizes and points towards their HC Rank and the Spring Championship Tournament:

Winter Championship		
1st Place	20 points	USD \$ 60,000
2nd Place	15 points	USD \$ 40,000
3rd - 4th Places	10 points	USD \$ 20,000
5th - 8th Places	8 points	USD \$ 12,500
9th - 16th Places	6 Points	USD \$ 7,500

5.5. Spring Playoff and Championship Tournament.

- (a) The Tavern Heroes and the players who are ranked in the top 64 positions in the Americas including all players tied for 64th place (as recorded in Blizzard's Spring HC Ranking system) as of May 1, 2017, will be invited to compete in the 2017 Spring Championship Tournament.
- (b) Blizzard, in its sole discretion, will determine the dates, times and locations for the Spring Championship Tournament.
- (c) For the Season Playoff of the Spring Championship Tournament, a player may compete from the location that is most convenient (from among those Blizzard designates), but each player will be matched against his or her opponent based on seeding regardless of where in the Americas region the players are actually located.
- (d) All players, including Tavern Heroes, will be seeded based on their Spring HC Rank. All players must attend one of the live events to participate in the Spring Championship Tournament. Blizzard will distribute invitations to the Spring Championship Tournament by email to players who qualify no less than two weeks before the dates of the tournament.
- (e) Blizzard will announce the format for the Spring Championship Tournament during the Winter Championship Tournament, and a description of the format for the Spring Championship Tournament will be made available online at www.playhearthstone.com/esports no later than April 15, 2017.

- (f) The winner of the Spring Championship Tournament will win USD \$60,000, second place will earn \$40,000, and third/fourth places will earn \$20,000. These top 4 players will earn berths into the 2017 Hearthstone World Championship, which includes round trip coach air fare to, and lodging at, the site of the 2017 Hearthstone World Championship.
- (g) The players in the Spring Championship Tournament will earn the following prizes and points towards their HC Rank and the Summer Season Championship Tournament:

Spring Championship		
1st Place	20 points	USD \$ 60,000
2nd Place	15 points	USD \$ 40,000
3rd - 4th Places	10 points	USD \$ 20,000
5th - 8th Places	8 points	USD \$ 12,500
9th - 16th Places	6 Points	USD \$ 7,500

5.6. Summer Playoff and Championship Tournament.

- (a) The Tavern Heroes and the players who are ranked in the top 64 positions in the Americas including all players tied for 64th place (as recorded in Blizzard’s Summer HC Ranking system) as of August 1, 2017, will be invited to compete in the Summer Championship Tournament.
- (b) Blizzard, in its sole discretion, will determine the dates, times and locations for the Summer Season Championship Tournament.
- (c) For the Season Playoff of the Summer Championship Tournament, a player may compete from the location that is most convenient (from among those Blizzard designates), but each player will be matched against his or her opponent based on seeding regardless of where in the Americas region the players are actually located.
- (d) All players, including Tavern Heroes, will be seeded based on their Summer HC Rank. All players must attend one of the live events to participate in the Summer Championship Tournament. Blizzard will distribute invitations to the Summer Championship Tournament by email to players who qualify no less than two weeks before the dates of the tournament.
- (e) Blizzard will announce the format for the Summer Championship Tournament during the Spring Championship Tournament, and a description of the format for the Summer

Championship Tournament will be made available online at www.playhearthstone.com/esports no later than July 13, 2017.

- (f) The winner of the Summer Championship Tournament will win USD \$60,000, second place will earn \$40,000, and third/fourth places will earn \$20,000. These top 4 players will earn berths into the 2017 Hearthstone World Championship, which includes round trip coach air fare to, and lodging at, the site of the 2017 Hearthstone World Championship.
- (g) The players in the Summer Championship Tournament will earn the following prizes and points towards their Last Call HC Rank

Summer Championship		
1st Place	20 points	USD \$ 60,000
2nd Place	15 points	USD \$ 40,000
3rd - 4th Places	10 points	USD \$ 20,000
5th - 8th Places	8 points	USD \$ 12,500
9th - 16th Places	6 Points	USD \$ 7,500

5.7. Last Call

- (a) The player who has the highest Last Call HC Rank in their region (Americas, Asia-Pacific, China, and Europe) and who has not already qualified for the 2017 Hearthstone World Championship as of November 1, 2017, will earn a berth in the 2017 Hearthstone World Championship.
- (a) The Last Call HC Rank will constitute the points from points earned from August 1st, 2017, to October 31st, 2017 via in-game monthly Standard ladder finishes, Hearthstone Cups, Hearthstone Majors, and Hearthstone Championship Tour events during this period as well as, the 2017 Winter HC Rank (excluding points earned from the 2016 Summer Championships), the 2017 Spring HC Rank, the 2017 Summer HC Rank, and the points from the 2016 Hearthstone World Championship.
- (b) The Last Call berthed players will receive a prize that consists of round trip coach air fare to, and lodging at, the site of the 2017 Hearthstone Championship Tour World Championship. The approximate value of this prize is 2,000.00 USD. No other prizes or points will be awarded to players on the basis of their berth via the Last Call.

5.8. Prize Awards.

- (a) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the Tour.
- (b) 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.
- (c) 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.
- (d) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Official Rules and release of liability. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit within seven (7) days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.
- (e) Blizzard will post a list of winners at <http://us.battle.net/hearthstone> no later than January 31, 2017. The list will remain available until March 31, 2018.

5.9. 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 Tour, that player must have all the necessary visas, passports and other travel documents required to travel to and work in countries where live Tour 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 Tour event will be held will result in disqualification for that particular live Tour event.

- (c) All players are responsible for any and all costs and expenses associated with their participation in the Tour 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 Tour be a minor under applicable law, a parent or legal guardian will be required to travel on the same itinerary with the minor player, and shall be responsible for all of his or her own travel and accommodation costs, including transportation and accommodation costs and any cost or expense associated with obtaining the necessary visas, passports or other travel documents.

6. PLAYER CONDUCT

6.1. 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, Tour 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 Tour 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 at all times. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a Tour 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 Tour 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 in order to advance one or the other's rank;
 - Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means; and
 - Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in Hearthstone or any other Blizzard game.
- (b) If someone asks you to bet on any Tour game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: [HearthstoneAdmin@blizzard.com].

6.3. Illegal and Unethical Conduct.

- (a) Players are required to observe all laws applicable to their participation in the Tour, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tour.
- (b) A player may not, during any Tour 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 Tour and Tour 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 Tour games or matches can pose a serious threat to the integrity of Blizzard esports and public confidence in the Tour. 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 Tour games or matches on a player's behalf, or encouraging anyone else to bet on Tour 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 Tour 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 Tour 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. Tour 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 Tour schedule.
- (b) Players have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Tour 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 Tour. Blizzard, at its discretion, will determine bugs and exploits.
- (b) Players must consult with the organizer before bringing electronic storage devices to any Tour 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, in order to preserve the reputation of Blizzard and the Tour, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in the Tour and/or Tour 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 Tour or Blizzard's business or that give one player an unfair

advantage over another player, including hacking, gold selling services, account sellers and key sellers.

- (c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the Tour, Tour Events and Hearthstone. Accordingly, Blizzard may designate certain sponsors or product categories as “reserved.” Players participating in the Tour and/or Tour Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.11. Disciplinary Action.

- (a) In order to preserve the integrity of the Tour 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 Tour. 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 Battle.net 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 Tour.
- (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 Tour 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 Tour or Tour 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 Battle.net Account.

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

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 Tour

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

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 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 Hearthstone, the Tour, the Tour Events or the business of Blizzard and all improvements or enhancements to Hearthstone, the Tour, the Tour Events and the business of Blizzard resulting therefrom;
 - Data and statistics relating to your play of Hearthstone during the Tour, 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 Tour 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 Tour.
- (b) Blizzard will collect, store, and use information collected in connection with the Tour and Tour 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 Tour, a Tour Event or these Official Rules, or the breach thereof.

9.2. 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 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 Battle.net 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. G

(B

I

)T

C

10.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Tour 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 Tour 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 Tour.
- (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 Tour 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 Tour 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 Tour or any player's participation in the Tour should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's

control affect the administration, security or proper play of the Tour, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tour 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 Tour.

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 Battle.net Account.
- (c) If you have any questions or comments about these Official Rules or the Tour, please email them to esportsteam@blizzard.com or send written questions to: **2017 Hearthstone Americas Championship Tour 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.

“**Americas**” means the United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela.

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

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

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

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

“**Commencement Date**” means November 7, 2016, at approximately 12:00 a.m. Pacific Time.

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

“**Fireside Gathering Tournament**” means a tournament operated by a third party that awards HC Rank points, that follows the Blizzard-approved criteria, and that Blizzard has designated as a Fireside Gathering Tournament.

“**Hearthstone Competitive Rank**” or “**HC Rank**” refers to the standings of players based on the points they have earned toward their HC Rank from, for example, engaging in Standard Ranked Play on the Hearthstone Ladder or competing in certain Tour tournaments.

“Hearthstone Ladder” means the in-game Standard Monthly Ladder that exists inside the Hearthstone Game Client

“Hearthstone Cup Tournament” means a tournament operated by a third party that awards HC Rank points, that follows the Blizzard-approved criteria, and that Blizzard has designated as a Hearthstone Cup Tournament.

“Hearthstone Major Tournament” means a tournament operated by a third party that awards HC Rank points, that follows the Blizzard-approved criteria, and that Blizzard has designated as a Hearthstone Major Tournament.

“Last Call HC Rank” refers to the HC Rank that reflects the HC Rank points accumulated during the entire Tour Period, including points earned from August 1st, 2017 to October 31st, 2017.

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

“Point-Awarding Fireside Gathering Tournament” means a Fireside Gathering Tournament Blizzard has designated as a point-awarding event toward players’ HC Ranks. These may include Tavern Hero Fireside Gathering Tournaments (in other words, an event that awards a berth in a Season Championship Tournament to a Tavern Hero might also award points toward players’ HC Ranks, if Blizzard so designates).

“Season Championship Tournament” means the 2017 Hearthstone Winter Championship, 2017 Hearthstone Spring Championship, or 2017 Hearthstone Summer Championship.

“Season Playoff” means the preliminary rounds of a Season Championship Tournament (prior to the Round of Eight).

“Season HC Rank” refers to an HC Rank that will reflect only the HC Rank points accumulated during that particular Season (Winter, Spring, Summer, or Last Call).

“Spring HC Rank” refers to the HC Rank that reflects only the HC Rank points accumulated during the Spring Season.

“Spring Season” means the period between approximately February 1, 2017 and May 1, 2017.

“Summer HC Rank” refers to the HC Rank that reflects only the HC Rank points accumulated during the Summer Season.

“Summer Season” means the period between approximately May 1, 2017 to August 1, 2017.

“Tavern Hero” means a winner of a Tavern Hero Fireside Gathering Tournament.

“Tavern Hero Fireside Gathering Tournament” means a Fireside Gathering Tournament that Blizzard has designated as an event that awards a berth to a Season Championship Tournament.

“Tour” means the 2017 Hearthstone Championship Tour. The Tour includes the Season Championship Tournaments, the Last Call, and other tournaments in which you can earn HC Rank points, such as Hearthstone Major Tournaments, Hearthstone Cup Tournaments, and certain Fireside Gathering Tournaments.

“Tour 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 Tour.

“Tour Period” means the period starting on the Commencement Date and continuing through the end of the Tour period, which is expected to conclude on or about January 31, 2018.

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

“Winter HC Rank” refers to the HC Rank that reflects only the HC Rank points accumulated during the Winter Season.

“Winter Season” means the period between approximately November 7, 2016 and February 1, 2017.

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

* * *