



**2017 HEARTHSTONE® WILD OPEN**  
**OFFICIAL COMPETITION RULES**

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# 1. INTRODUCTION

These 2017 Hearthstone Wild Open Official Competition Rules govern qualification for and competitive play of Hearthstone in the 2017 Wild Open Competition.

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

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

# 2. HEARTHSTONE WILD OPEN

## 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 Competition.
- (b) If you are under the age of majority (as described below), your parent or legal guardian may accept these Official Rules on your behalf.
- (c) If you (or your parent or legal guardian) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Competition.

## 2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of Hearthstone in the 2017 Hearthstone Wild Open Competition.
- (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>. The current version of the End User

License Agreement for Asia are found at <http://sea.blizzard.com/en-sg/company/legal/eula.html> and the current version of the Online Privacy Policy for Asia are found at <http://sea.blizzard.com/en-sg/company/about/privacy.html> . The current version of the End User License Agreement for Europe Battle.net account holders is found at <http://eu.blizzard.com/en-gb/company/legal/eula.html> and the current version of the Online Privacy Policy for Europe Battle.net account holders is found at <http://eu.blizzard.com/engb/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.

You may participate in the Competition if, as of May 7, 2017, you are a legal resident of one of the following countries:

- (a) “Americas” means a legal resident of one of the following countries with a registered Battle.net Account in the “Americas” region: United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay, Venezuela, Australia, Indonesia, India, Japan, Malaysia, New Zealand, The Philippines, Singapore, Thailand, or Vietnam (\*- See Section 5.2).
- (b) “Asia-Pacific” means a legal resident of one of the following countries with a registered Battle.net Account in the “Asia” region: Australia, Indonesia, Hong Kong, India, Japan, Macau, Malaysia, New Zealand, The Philippines, Singapore, South Korea, Taiwan, Thailand, or Vietnam (\*- See Section 5.2).
- (c) “Europe” means a legal resident of one of the following countries with a registered Battle.net Account in the “Europe” region: Austria, Belarus, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, South Africa, Spain, State of Qatar, Sweden, Switzerland, Tunisia, Turkey, Ukraine or the United Kingdom.

- (d) “China” means a legal resident of the People’s Republic of China with a registered Battle.net Account in the “China” region.
- (e) To be eligible, you must have authorized access to a full Battle.net account registered on Blizzard’s America, Europe, China, or Asia Battle.net service which contains a full Hearthstone game license. Your account must be in good standing at the start of the Competition and remain in good standing throughout the Competition. A Battle.net light account is not sufficient for participation in the Competition.
- (f) Your Battle.net Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (g) To participate in the Competition, 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 Competition 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 Competition.
- (b) 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, China, Europe, or Asia regions set forth above. Your BattleTag must match the tag of your public persona, Blizzard must pre-approve your BattleTag before you can enter the Competition, and you are not eligible to change the approved BattleTag until the end of the Competition.
- (c) You are required to play all Competition matches from the country in the region listed on your Battle.net Account during the Competition, except for live events arranged by or for Blizzard. Blizzard may check IP connections at its sole discretion to determine geographical location.
- (d) If you travel outside of your country of residence during the Competition 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](mailto:esportsteam@blizzard.com), and Blizzard can begin the verification process.

### 3.3. Minimum Age Requirements.

- (a) You may participate in the Competition if you have reached the age of majority in your country of residence as of April 30, 2017.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of April 30, 2017, you may still enter the Competition and participate as a player if you otherwise meet all the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.
- (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 Competition. Should you qualify for Competition events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

### 3.4. Ineligible Players.

- (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 Competition and/or to win any prizes.

## 4. COMPETITION QUALIFICATION EVENTS

### 4.1. Competition Period.

- (a) Qualification for the Competition shall commence on May 1, 2017, at approximately 12:00 a.m. Pacific Time, and will continue through the end of the Qualification of the Competition, which is expected to conclude on or about June 12th, 2017.

### 4.2. Competition Ranked Play - Americas, Asia Pacific and Europe.

- (a) Players from the Americas, Asia Pacific and Europe regions will be invited to the competition based on his/her standing in Wild Ranked Play on the Hearthstone in-game Ladders at the end of the month of May 2017 Competition Period.
- (b) Players from the Americas, Asia Pacific and Europe regions who finish a May Wild Ranked Play season in the top 64 Legend ranks will be eligible for an invitation to the Hearthstone Wild Open Online Qualifier for their game Region (as outlined in 3.1 a-c).
- (d) Players from the Americas, Asia Pacific and Europe regions may only earn qualification from a single region in-game Hearthstone Ladder for the May Wild Ranked Play season. The invitation they are eligible for will be based off their highest placement on their in-game May Wild Ranked Play season (Americas, Asia, or Europe). To be eligible for the invitation the placement must be on the same in-game ladder that their country of residence is associated with in the above rules. Meaning a player in Venezuela may only earn an invitation by having a sufficiently high placement on the “Americas” in-game May Wild Ranked Play season. Invitations awarded based on a player’s standing in Wild Ranked Play on the Hearthstone Ladders at the end of the May Wild 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 Wild Open invitations were incorrectly to the player.

## 5. TOURNAMENT STRUCTURE

### 5.1. Tournament Rules; Game Forfeitures.

- (a) For all Competition Hearthstone: Wild Open competition matches, each player will use Hearthstone card decks that he/she has created (using cards he/she has collected) on the regional server they were invited from on Battle.net. Card decks created on other regions’ servers are not eligible for play in Competition matches, unless a different ruling is decided by the Blizzard.
- (b) After the first game in a match begins, if a player leaves the match lobby, or cancels the “game challenge,” or leaves the Hearthstone game client for any reason, it is considered a match forfeiture and the opposing player will win the match.
- (c) Similarly, once the starting hands are provided by the Hearthstone game client, if a player leaves the game for any reason, the player is considered to have forfeited the game. If a player



selects a deck with a class that he or she used to win a previous game in the match, that game is considered a loss and forfeited.

5.2. Hearthstone Wild Open Competition, Generally.

- (a) The Hearthstone: Wild Open Competition is divided into two parts: The Online Qualifier part, which are referred to as the “Hearthstone Wild Open Regional Online Qualifier,” and the later part, the Hearthstone Wild Open Tournament, which begins with the top 2 players based on their finish in the Hearthstone: Wild Open Regional Qualifier in their Region. This results in a total of 8 players, 2 from Americas, 2 from Asia, 2 from China, and 2 from Europe, that will compete in the Hearthstone Wild Open Tournament.
- (b) The Hearthstone: Wild Open Online Qualifier Competitions in the Americas, Asia Pacific and Europe will include the top 64 players based on Wild Ladder Rank (in the event of a tie for 64th place, all players tied for 64th place will be invited to participate). The players who will qualify for the Qualifiers for the Hearthstone Wild Open Tournament from China will be chosen by Blizzard based on their performances in events that will be held in China prior to June 1, 2017.

5.3. The Americas, Asia Pacific and Europe Hearthstone Wild Open Online Qualifier Tournaments.

- (a) 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 May Wild Ranking system) as of June 1, 2017, will be invited to compete in their respective 2017 Hearthstone Wild Open Online Qualifier Competition.

\*Note that in order for players from **Australia, Indonesia India, Japan, Malaysia, New Zealand, The Philippines, Singapore, Thailand, or Vietnam** to qualify via the “Americas” May Wild In-Game Ladder for the Hearthstone Wild Open Americas Qualifier, Blizzard will review the top players on the “Asia” May Wild In-game Ladder on June 1, 2017, and remove players whose country of residence on their Battle.net account is not one of the countries listed as “Asia-Pacific”. Blizzard will then extend invitations to the top 64 players remaining to play in the Hearthstone Wild Open Asia-Pacific Qualifier.

Blizzard will also review the “Americas” May Wild In-game Ladder on June 1, 2017, and (i) remove all players who have already had an invitation extended via the “Asia-Pacific” invitations, (ii) remove players whose country of residence on their Battle.net account is not one of the countries listed as “Americas,” and (iii) extend invitations to the top 64 players remaining to the Hearthstone Wild Open Americas Qualifier.

- (b) Blizzard, in its sole discretion, will determine the dates, times and locations for the Hearthstone Wild Open Online Qualifier Tournaments.
- (c) For the Hearthstone Wild Open Online Qualifier Tournaments, a player may compete from the location that is most convenient but each player will be matched against his or her opponent based on seeding regardless of where in their region the players are located.
- (d) All players will be seeded based on their May Wild Ladder Rank. Blizzard will distribute invitations to their Hearthstone Wild Open Online Qualifier Tournament by email to players who qualify no less than a week before the dates of the competition.
- (e) Players will be seeded by their May Wild Ranked Play Rank into a Wild Double Elimination Qualifier Tournament, where they will compete over the internet to determine the ‘Top 2’ (*i.e.*, the two finishers based on tournament structure from the Double Elimination Tournament). The Top 2 Players from the Round of 2 will earn a berth into the Hearthstone Wild Open Tournament.

5.4. Hearthstone Wild Open Tournament.

- (a) The Hearthstone Wild Open will consist of eight players, made up as follows: Two players from the Americas Hearthstone Wild Open Online Qualifier Tournament; two players from the Europe Hearthstone Wild Open Online Qualifier Tournament; two players from the Asia-Pacific Hearthstone Wild Open Online Qualifier Tournament; and two players from the China Hearthstone Game Region as determined by Blizzard. For the Round of Eight Blizzard may, in its sole discretion, choose to provide lodging and transportation for the players who reach the Round of Eight to a location where the players will compete in a studio, ‘off line,’ to determine the winner of the Hearthstone Wild Open Tournament. For the Round of Eight, the players will be seeded into an eight player Single Elimination bracket Each player will be seeded according to the player’s results from the Hearthstone Wild Open Regional Online Qualifiers and the player’s May Wild Ranked Play Rank, with better results providing a player a higher seeding in the Round of Eight.
- (b) The Round of Eight will consist of a single-elimination bracket until the 2017 Hearthstone Wild Open Champion is crowned. Matches will utilize a best of five, “Conquest with 1 Ban,” format with four classes per player each match. Each player will submit four unique classes and decklists prior to the event.

- (c) 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).
- (d) 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 three games wins the match.
- (e) The winner of the Hearthstone Wild Open Tournament will win USD \$8,000, second place will earn \$5,000, and third/fourth places will earn \$3,000, and 5<sup>th</sup>-8<sup>th</sup> places will earn \$1,500 USD
- (f) The players in the Hearthstone Wild Open Tournament will earn the following prizes:

1st Place	USD \$ 8,000
2nd Place	USD \$ 5,000
3rd - 4th Places	USD \$ 3,000
5th - 8th Places	USD \$ 1,500

#### 5.5. Prize Awards.

- (a) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the Competition.
- (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. If a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit within seven (7) days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.

- (e) Blizzard will post a list of winners at <http://us.battle.net/hearthstone> no later than August 31, 2017. The list will remain available until March 31, 2018.

#### 5.6. Travel and Expenses.

- (a) Blizzard will, at its cost, make the travel arrangements for those players who qualify for sponsored travel under these Official Rules and pay the expenses to the vendor directly. The travel expenses of players will not be reimbursed. All Blizzard-sponsored travel must take place on the dates and times that Blizzard specifies.
- (b) For a player to qualify for participation in any in-person game or match that is part of the Competition, that player must have all the necessary visas, passports and other travel documents required to travel to and work in countries where live Competition events will be held. Failure to have the necessary visas, passports and other travel documents required to travel to and work in a country where a live Competition event will be held will result in disqualification for that particular live Competition event.
- (c) All players are responsible for all costs and expenses associated with their participation in the Competition and receipt of any prize that are not specifically designated as the responsibility of Blizzard in these Official Rules.
- (d) Should a player who qualifies for participation in any in-person game or match that is part of the Competition be a minor under applicable law, a parent or legal guardian will be required to travel on the same itinerary with the minor player, and shall be responsible for all his or her own travel and accommodation costs, including transportation and accommodation costs and any cost or expense associated with obtaining the necessary visas, passports or other travel documents.

## 6. PLAYER CONDUCT

### 6.1. Behavior.

- (a) Players must always observe the highest standards of personal integrity and good sportsmanship. Players are required to behave in a professional and sportsmanlike manner in

their interactions with other competitors, Competition organizers and members of the administration team, the media, sponsors and fans.

- (b) Players may not use obscene gestures or profanity in their BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the Competition and includes abbreviations and/or obscure references.
- (c) Players are expected to settle their differences in a respectful manner and without resort to violence, threats, or physical or non-physical intimidation. Violence is never permitted at any facility that is owned by or leased to Blizzard or a tournament organizer, or against any competitor or administrator.

## 6.2. Cheating.

- (a) Players must compete to the best of their ability always. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a Competition game or match so that the outcome is determined by anything other than its merits. Players may be required to install software on their computers for the duration of the Competition which is specially designed to detect cheating. Examples of cheating would include:
  - Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or match, including losing a game or match with another player to advance one or the other's rank;
  - Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means; and
  - Allowing an individual who is not the registered owner of a 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 Competition 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 Competition, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Competition.
- (b) A player may not, during any Competition Event, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or

shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Blizzard, Hearthstone or any of the other products, services or sponsors of Blizzard.

6.4. Anti-Harassment.

- (a) Blizzard is committed to providing a competitive environment that is free of harassment and discrimination.
- (b) In furtherance of this commitment, players engaged in the Competition and Competition Events are prohibited from engaging harassment or discrimination based on race, color, religion, gender, national origin, age, disability, sexual orientation or any other status or characteristic protected by law.

6.5. Gambling.

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

6.6. Alcohol and Drugs.

- (a) Blizzard's goal is to provide a safe competitive environment by eliminating the hazards to health and safety created by alcohol and drug misuse and abuse. Blizzard will not tolerate the presence of illegal drugs or the unapproved use of legal drugs at any Competition Event.
- (b) The use, possession, distribution or sale of controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while a player is engaged in Competition Events or on premises that are owned by or leased to Blizzard or a tournament organizer.
- (c) The unauthorized use or possession of prescription drugs by players is prohibited. Prescription drugs may be used only by the person to whom they are prescribed and in the manner, combination and quantity as prescribed. Prescription drugs may only be used to treat the

condition for which they are prescribed and may not be used to enhance performance in a game or match.

6.7. Non-Disparagement.

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

6.8. Interviews and the Media.

- (a) Players must be polite to spectators and media, but players have the right to refuse autograph signings, photo sessions and interviews that are not part of their official Competition schedule.
- (b) Players have the right to participate in non-official autograph signings, photo sessions and interviews that do not conflict with the official Competition schedule.

6.9. Software and Hardware.

- (a) Any intentional use, or attempted use, by a player of any bugs or exploits in the game may result in a forfeit of the match and disqualification from the Competition. Blizzard, at its discretion, will determine bugs and exploits.
- (b) Players must consult with the organizer before bringing electronic storage devices to any Competition event and are not allowed to use any mobile or external communication equipment during a match, including cellular phones. All personal equipment must be in an enclosed bag or be given to an administrator while a game or match is played.

6.10. Restricted Sponsorships.

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

- (b) The following sponsor categories will not be allowed for any player participating in the Competition and/or Competition Events:
- Pornography (or materials that Blizzard determines are the equivalent of pornography);
  - Alcohol;
  - Tobacco or cigarettes, including vaping products;
  - Firearms;
  - Gambling, including websites that offer gambling;
  - Any person or entity that offers products or services that Blizzard determines are detrimental to Hearthstone, the Competition or Blizzard's business or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
- (c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events to fund the development and expansion of the Competition, Competition Events and Hearthstone. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Players participating in the Competition and/or Competition Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.11. Disciplinary Action.

- (a) To preserve the integrity of the Competition and Blizzard's reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules and impose sanctions for violations.
- (b) If Blizzard determines that a player has been cheating or has otherwise violated these Official Rules, the player may be immediately disqualified and removed from the Competition. In addition, Blizzard may, in its sole discretion:
- Issue a warning to the player and publish that warning on Hearthstone sites;
  - Disqualify the player from participating in any future Hearthstone tournaments and events;
  - Revoke all or any part of the points and prizes previously awarded to the player;



- Terminate all licenses granted to the player for Blizzard titles, including Hearthstone; and/or
  - Terminate all 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 Competition.
- (d) The failure by a player (or his or her parent or legal guardian) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Office Rules.

## 7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

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

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

OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BLIZZARD OR ANY OTHER BLIZZARD GROUP MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7.2. Disclaimers.

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

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

## 8.2. Advertising Materials.

- (a) The grant of rights and licenses in Section 8.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicensees) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
- Websites of Blizzard and its streaming and broadcast partners;
  - Social media postings;
  - Print and online advertising and content;
  - Network, cable and local television and radio;
  - Newspaper and magazine advertising and content;
  - Online advertising and content, including banners, leaderboards and skyscrapers;
  - Outdoor and indoor billboards, posters, signs and displays;
  - Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
  - Press releases, newsletters and e-alerts; and

- Hats, shirts and other apparel and gaming gear and peripherals.
- (b) You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.
- (c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.

8.3. Ownership of Advertising Materials, Feedback, Stats and Suggestions.

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

8.4. Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate the Competition 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 Competition.

- (b) Blizzard will collect, store, and use information collected in connection with the Competition and Competition Events (including information collected at live events) in accordance with Blizzard's Online Privacy Policy, available at <http://www.blizzard.com/us/privacy.html>.
- (c) By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

## 9. RESOLUTION OF DISPUTES

### 9.1. Applicability.

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

### 9.2. Negotiations.

- (a) To accelerate resolution and reduce the cost of any Dispute, you and Blizzard agree to first attempt to negotiate a resolution of any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding, unless one or more of the exceptions to negotiations and arbitration in Section 9.6 below apply.
- (b) Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your 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. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS

10.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Competition and all accompanying materials are copyright © 2017 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in the Competition grants to you, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

10.2. Changes to Hearthstone.

- (a) Blizzard reserves the right to patch, update or improve Hearthstone at any time to fix bugs, change balance or add features or functionality as deemed appropriate by the Blizzard, in its sole discretion, without suspending or canceling the Competition.



- (b) You agree that Blizzard will not be liable to you for any changes to Hearthstone or these Official Rules.

10.3. Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for the Competition that are in effect at the time of their publication. All previously issued rules, policies and practices (other than the Website Terms), whether in print or online, relating to the Competition are superseded.
- (b) Blizzard reserves the right, subject to the approval of the Régie des alcools, des courses et des jeux, to revise, modify, change, delete or add to these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Competition or any player's participation in the Competition should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the Competition, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Competition as planned.
- (c) Due to server capacity and other technical limitations beyond the control of Blizzard, Blizzard reserves the right to limit the number of players in the Competition.

10.4. No Employment Relationship.

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

10.5. Communications.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Battle.net Account.

- (c) If you have any questions or comments about these Official Rules or the Competition, please email them to [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com) or send written questions to: **2017 Hearthstone Americas Championship Competition c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.**

## 11. GLOSSARY

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

“**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.

“**Europe**” means Austria, Belarus, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Kazakhstan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, South Africa, Spain, State of Qatar, Sweden, Switzerland, Tunisia, Turkey, Ukraine and the United Kingdom.

“**Asia-Pacific**” means Australia, Indonesia, Hong Kong, India, Japan, Macau, Malaysia, New Zealand, The Philippines, Singapore, South Korea, Taiwan, Thailand, and Vietnam.

“**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 Competition. “Battle.net Account” does not refer to a Battle.net light account; a light account is not sufficient for participation in the Competition.

“**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 May 1, 2017, at approximately 12:00 a.m. Pacific Time.

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

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

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

**“Competition”** means the 2017 Hearthstone Wild Open Competition, and includes the Hearthstone Wild Open Online Qualifier Tournaments, and the Hearthstone Wild Open Tournament.

**“Competition Events”** means all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Competition.

**“Competition Period”** means the period starting on the Commencement Date and continuing through the end of the Competition period, which is expected to conclude on or about July 2, 2017.

**“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>.

**“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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