

## Overwatch® World Cup 2018 Official Rules

**1. Tournament Host.** Blizzard Entertainment, Inc. (“Blizzard” or the “Organizer”) is the host and administrator of the 2018 Overwatch® World Cup Invitational Tournament (the “Tournament”).

**2. Tournament Information**

**Tournament:** 2018 Overwatch® World Cup Invitational Tournament

**Commencement Date:** May 17, 2018

**Finals:** November 2, 2018 through November 3, 2018, at the Anaheim Convention Center, 800 West Katella Avenue, Anaheim, CA 92802

**3. Basic Eligibility.** THE TOURNAMENT IS OPEN ONLY TO COMPETITION COMMITTEE MEMBERS AND PLAYERS WHO: (I) HAVE BEEN INVITED BY BLIZZARD TO COMPETE IN THE TOURNAMENT ON A TEAM COMPRISED OF OTHER ELIGIBLE PARTICIPANTS WHO RESIDE IN THE SAME COUNTRY OR TERRITORY (“NATIONAL TEAMS”), WITH ALL MATTERS RELATING TO JURISDICTIONAL BOUNDARIES AND RESIDENCE DETERMINED IN BLIZZARD’S SOLE DISCRETION; (II) HAVE AN ACTIVE BATTLE.NET ACCOUNT, WHICH BATTLE.NET ACCOUNT, AS WELL AS ALL OTHER BATTLENET ACCOUNTS ASSOCIATED WITH THAT PLAYER, MUST BE IN GOOD STANDING; (III) ARE OVER THE AGE OF MAJORITY IN THEIR COUNTRY OR TERRITORY OF RESIDENCE AS OF AUGUST 12, 2018, OR WHO ARE OVER THE AGE OF THIRTEEN YEARS OF AGE AND HAVE WRITTEN PERMISSION FROM THEIR PARENT OR GUARDIAN; (IV) RESIDE IN ALGERIA, ARGENTINA, AUSTRALIA, AUSTRIA, BAHRAIN, BELARUS, BELGIUM, BELIZE, BOLIVIA, BOSNIA AND HERZEGOVINA, BRAZIL, BULGARIA, CANADA, CHILE, CHINESE TAIPEI, COLOMBIA, COSTA RICA, CROATIA, CYPRUS, CUBA, CZECH REPUBLIC, DENMARK, DOMINICAN REPUBLIC, EGYPT, EL SALVADOR, ECUADOR, ESTONIA, FINLAND, FRANCE, GERMANY, GEORGIA, GREECE, GUATEMALA, HAITI, HONDURAS, HONG KONG, HUNGARY, ICELAND, INDIA, INDONESIA, IRELAND, ISRAEL, ITALY, JAMAICA, JAPAN, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MACAU, MALAYSIA, MALTA, MACEDONIA, MEXICO, MOROCCO, NETHERLANDS, NEW ZEALAND, NICARAGUA, NORWAY, PARAGUAY, PEOPLES REPUBLIC OF CHINA, PERU, PHILIPPINES, POLAND, PORTUGAL, PUERTO RICO, QATAR, REPUBLIC OF MOLDOVA, ROMANIA, RUSSIAN FEDERATION, SERBIA, SINGAPORE, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, SWEDEN, SWITZERLAND, THAILAND, TUNISIA, TURKEY, UKRAINE, UNITED KINGDOM, UNITED STATES, URUGUAY, VENEZUELA, VIETNAM (“ELIGIBLE JURISDICTIONS”); AND (V) POSSESS A CURRENT PASSPORT THAT WILL ALLOW THE PLAYER TO TRAVEL TO SOUTH KOREA, THAILAND, FRANCE, AND THE UNITED STATES. Directors, officers employees, agents, professional advisors, advertising and promotional agencies of Blizzard and its parents, affiliate companies, and subsidiaries (collectively, “Released Parties”), and each of their respective immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members, whether or not related, are not eligible to enter or win any prizes in this Tournament. All applicable laws and regulations apply. An individual entrant may only win one prize during the Tournament.

**4. Competing Jurisdictions.** There is a total of twenty-four (24) countries/territories that will be competing in the Tournament (“Competing Jurisdictions”). The four (4) countries hosting the Tournament—France, South Korea, Thailand and the United States (the “Host Jurisdictions”)—will automatically qualify to participate. In order to determine the remaining twenty (20) countries/territories who will participate, Blizzard will track the average skill-rating (“SR”) of each Eligible Jurisdiction’s top one hundred-fifty (150) players. The Competing Jurisdictions will be comprised of the Host Jurisdictions and the top twenty (20) other countries or territories as of April 27, 2018

**5. Competition Committee.** Each team competing in the Tournament (each, a “National Team”) will be assembled and managed by three individuals (collectively, the “Competition Committee”). The Competition Committee will be responsible for selecting the players responsible for competing on their National Team (each, a “Player,” collectively, the “Players”). Once a Competition Committee has identified the individuals from their country or territory they wish to serve on their National Team, the Competition Committee may submit to Blizzard a tentative roster of up to twelve (12) individuals to serve as Players. The window for submitting rosters for approval by Blizzard begins June 1, 2018 and ends July 5, 2018 at 5:00 p.m. California time. Blizzard, at its sole

discretion, shall undertake a full review of each proposed Player, including background and security screenings to ensure eligibility and compliance with the Blizzard End User License Agreement. Blizzard shall notify the Competition Committee of which players have been approved to compete in the Tournament. Blizzard shall approve players to compete in the Tournament in Blizzard's sole discretion. Blizzard will work with the Players and their Competition Committees to determine which seven (7) players from each roster will travel to the applicable live events. Members of the Competition Committee will be eligible to prize as provided in Section 14 hereof; however, any ancillary expenses related to the Tournament shall be the responsibility of the individual members of the Competition Committee. As part of the Competition Committee's obligations, the Competition Committee will be required to participate in certain related Tournament events (including sponsorship obligations and media events). Members of the Competition Committee shall be permitted to act as emergency substitutes during the Tournament in the event that at least two (2) Players are unable to compete, and shall be considered "Players" for all other purposes under these rules. Blizzard reserves the right to replace any member of any Competition Committee at any time in Blizzard's sole discretion.

5.1 *General Manager.* The General Manager (the "GM") will be selected by Blizzard in its sole discretion.

5.2 *Coach.* Any player from a Competing Jurisdiction may apply to be the coach (the "Coach") of their respective National Team. Candidates who apply for the Coach position will be provided with a custom URL to share, which will allow individuals to vote for that candidate. The Overwatch players in such Competing Jurisdiction shall be entitled to vote on the Coach for their Competing Jurisdiction. Once the top three (3) candidates are identified for each Competing Jurisdiction, there will be a second run-off vote. The Overwatch players with the top one hundred fifty (150) SR scores in each such Competing Jurisdiction will be entitled to vote once during the run-off vote to determine the Coach for their respective Competing Jurisdiction. Only individuals who are in good standing across all of their Battle.net accounts shall be considered for the position of Coach. Blizzard reserves the right to remove any potential Coach candidate at any time in its sole discretion.

5.3 *Community Lead.* Any player from a Competing Jurisdiction may apply to be the community lead (the "Community Lead") of their respective National Team. Candidates who apply for the Community Lead position will be provided with a custom URL to share, which will allow individuals to vote for that candidate. All Overwatch players in such Competing Jurisdiction shall be entitled to vote on the Community Lead for their Competing Jurisdiction, and shall be able to vote for as many candidates as they wish. Once the top ten (10) candidates are identified for each Competing Jurisdiction, there will be a second run-off vote. The same pool of Overwatch players will be entitled to vote once during the run-off vote to determine the Community Lead for each Competing Jurisdiction. Only individuals who are in good standing across all of their Battle.net accounts shall be considered for the position of Community Lead. Blizzard reserves the right to remove any potential Community Lead candidate at any time in its sole discretion.

**6.0 Player Responsibilities.** Once an individual has been nominated to be a Player and confirmed to such Competing Jurisdiction's official roster by Blizzard, they shall be considered a Player, and will be eligible to compete in the Tournament. Each Player who actually travels to a live event as part of a Competing Jurisdiction's seven (7) man roster will be eligible to prize as provided in Section 14 hereof; however, any ancillary expenses related to the Tournament shall be the responsibility of the Player. As part of the Player's obligations, the Player consents to participate in certain related Tournament events (including sponsorship obligations and/or media events).

## **7.0 Tournament Structure.**

### **7.1 Group Stage.**

**7.1.1** Teams will be assigned to one of four (4) groups of six (6) National Teams, with the groups to be determined by Blizzard in its sole discretion.

**7.1.2** Each match is defined as a competitive meeting of two teams for four games ("Maps") plus an optional "sudden death" fifth game if the score is tied after four games. Each game ("Map") will provide 1 point to the winner for a victory and 0 points for a tie or defeat.

The team with the greater overall score at the end of 4 maps will be the victor of the match. If there is a tie after 4 maps, a 5th "sudden death" map will be played. This map will be decided by Blizzard and communicated to both teams prior to the start of the match.

- 7.1.3** Teams in a group will be ranked based on match wins. If there is a tie in match wins between two or more teams, those teams that are tied will be further ranked based on game wins. If there is still a tie, the result of heads-up match results will break the tie. In the event a tie still exists between two or more teams, those teams will play an additional "tiebreaker" game in a round-robin format for all tied teams, until there is no longer a tie.

- 7.2** **Tournament Finals.** The top two (2) National Teams from each group will advance to the eight (8) team single-elimination playoffs. The first-place teams from each group stage will be matched randomly against a second-place team from another group stage. National Teams in the single-elimination playoffs will be matched by Blizzard at random, and will compete to determine the First place, Second place, and Third place finishers of the Tournament. The Tournament Finals will take place at BlizzCon in Anaheim, CA.

## **8. Tournament Operations.**

- 8.1** Map selection and order for all groups and matches will be decided by Blizzard.

- 8.2** Competition will take place on a server environment defined by Blizzard, using accounts provided by Blizzard.

- 8.3** After the preparation period is over, players will begin the match. Teams will be given time to set up at their station prior to each match.

- 8.4** Should a Tournament server or network crash prior to the completion of a round, the round will be re-started if possible. If a round restart is not possible as determined by Blizzard, the game will be restarted. Players should inform an admin immediately if a crash occurs.

- 8.5** Should a client system crash prior to the completion of a round, the round will be re-started if possible. If a round restart is not possible as determined by Blizzard, the game will be restarted.

- 8.6** If players believe an opponent has violated a rule during a match, the match should continue as normal. At the end of the match, the player shall notify one of Organizer's Tournament officials immediately of the issue. Any disputes will be handled at the discretion of Organizer.

- 8.7** Players **must** use a character name that is similar to their name submitted for the show brochure and tournament broadcast. (i.e., if your known handle is "Voice", your name must be something that starts with "Voice" for the entire duration of the event, such as "Voicey," "Voicemonger," "Voicez," or "Voicebeast." You will not be permitted to change handles during any portion of the event.)

- 8.8** No automated scripts or any add-ons are allowed for the duration of the Tournament.

- 9.0** **Equipment.** Blizzard will provide all players with standard hardware to use in the tournament. Should there be an issue with the hardware, players are to notify one of Blizzard's Tournament Officials immediately for a replacement.

- 9.1** Players may bring their personal keyboard, mouse, and mousepad to use in the tournament. All personal equipment must be approved before use.

- 9.2** Additional software for personal equipment besides the standard operating drivers will not be allowed at the tournament.

- 10.0** **Schedules.** All National Teams/players must be in the Tournament Area twenty (20) minutes before Scheduled start time. At the end of the warm-up period a National Team must have the minimum of five (5) players situated and ready to compete or a forfeit will be awarded.

## 11.0 Competitive Integrity/Cheating

**11.1** Players must compete to the best of their ability at all times. It is each Player's responsibility to know and understand the rules as they exist during the Tournament period. Any form of cheating will not be tolerated. If the Blizzard determines that a Player is cheating or otherwise interfering with the Tournament, the Player will be immediately disqualified and removed from the Tournament and may be restricted from participating in any events in the future, and have all of their licenses to all Blizzard Entertainment games revoked. Players may be requested to install software on their computers for the duration of the Tournament which is specially designed to detect cheating. Examples of cheating would include, without limitation:

**11.1.1** Actions to maliciously intentionally alter, or attempt to alter, the results of any match, including losing a match to advance one Team or another Team's position in the Tournament. If Blizzard determines that a Player is colluding or match fixing, the Player will be immediately disqualified and removed from the Tournament and may be restricted from participating in future events and have all of his or her licenses to all Blizzard games revoked; and

**11.1.2** Attempts to interfere with another Player's connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and

**11.1.3** Any incidence of Players allowing individuals who are not the Players to play on such Player's Battle.net account in any of Blizzard games.

**ALL PLAYERS MUST BE VERIFIED BY BLIZZARD TO ENSURE THEIR ELIGIBILITY PRIOR TO BEING DECLARED A WINNER (AS DEFINED BELOW) AND/OR RECEIVING ANY PRIZE. DISPLAY OF STATISTICS IN THE GAME (E.G. ON A LEADERBOARD) DURING THE TOURNAMENT PERIOD DOES NOT ENTITLE ANY PLAYER TO A PRIZE.**

**11.2** Gambling. Players and members of the Competition Committee are not allowed to place or attempt to place wagers on any matches or actions in, or around, any Blizzard title.

**11.3** Unsportsmanlike Behavior. Should Blizzard determine that a Player or member of a Competition Committee commits, or threatens to commit, violent acts against any other Player in the Tournament, a Blizzard representative, or any spectator of the Tournament, or engages in any unsportsmanlike behavior, the Player or Competition Committee member may be disqualified from the Tournament. Blizzard reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Tournament; or to be acting in any manner deemed by Blizzard to be in violation of the Official Rules; or to be acting in any manner deemed by Blizzard to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A USER, PLAYER, COMPETITION COMMITTEE MEMBER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE TOURNAMENT OR UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, BLIZZARD RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**12.0 Event Conduct.** All Players and Competition Committee members must at all times observe the highest standards of personal integrity and good sportsmanship and act in a manner consistent with the best interests of the Tournament and Blizzard, in each case as determined by Blizzard. Players and Competition Committee members are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Tournament officials, and members of Blizzard, the media, sponsors and fans. Players and Competition Committee members may not use obscene or offensive gestures or profanity in their tags, player handles, game chat, live play communications, lobby chat, shoulder content, interviews, or other public-facing communications of any kind. This rule applies to English and all other languages and

includes abbreviations and/or obscure references. The obligation to behave in a professional and sportsmanlike manner includes an obligation on the part of Players and Competition Committee members to arrive on time and ready to compete for all games and events in the Tournaments. It also prohibits forfeiting a game or match without reasonable cause. It is always required that Players have their Battle.net accounts set to "Do Not Disturb."

**13.0 Rule Violations.** Any violation of the Tournament rules by one or more members of a National Team will result in immediate disqualification of that National Team from the Tournament, and removal from event where the Tournament is taking place, and the forfeiture of any prize that the players on that National Team may otherwise have won. All decisions of Organizer regarding rule violations, or any other issues regarding the Tournament, are final.

**14.0 Tournament Prizing.**

**14.1 Group Stage Prizing.**

14.1.1 Each of the players who are members of a National Team that has qualified for the Group Stage of the Tournament and travels to a live event as part of a Competing Jurisdiction's seven (7) man roster, as well as each member of such Competing Jurisdiction's Competition Committee will each be awarded: (i) round-trip coach airfare from the regional airport nearest the Team Member's residence to the site of the Group Stage of the Tournament (Blizzard may substitute ground transportation for airfare, in its sole discretion, if the winner(s) are within driving distance to such site); and (ii) up to five (5) nights lodging (double occupancy) at a hotel of Blizzard's choice, meals and ground transportation, as determined by Blizzard, in its sole discretion. The approximate retail price of this prize package is estimated at \$2,500.00 U.S.D., depending upon the cost of travel for the Player to attend the Tournament Finals. All travel must take place on the dates and times as specified by Blizzard. Players who qualify to compete in the Tournament Finals along with such Competition Committee members of such National Teams shall be responsible, at their own cost and expense, for obtaining all the necessary visas, passports, or other travel documents issued by the government of their country or territory of citizenship so that they have the legal capacity to travel to the United States of America, France, South Korea and Thailand, as applicable. In the event that a Player or Competition Committee member is unable to receive a visa, passport or other travel document permitting them travel to a live event, that individual will be deemed ineligible for participation, and will be replaced by Blizzard in Blizzard's sole discretion, and such individual shall be ineligible to receive any prize(s) prescribed under this Section 14. Winners are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. In the event that a Player or Competition Committee member from a Competing Jurisdiction that qualifies for the Tournament Finals is a "minor" in their country or territory of residence, that Team Member must be accompanied by a parent or legal guardian, traveling on the same itinerary, and who shall be responsible for all of their own travel and accommodation costs including, without limitation, transportation and accommodation costs and any cost or expense associated with obtaining all the necessary visas, passports, or other travel documents issued by the government of their country or territory so that they have the legal capacity to travel to the United States of America.

14.1.2 Additionally, each of the Competition Committee Members and Players who comprise a Competing Jurisdiction's seven (7) man roster who travel to the Group Stage of the Tournament, compete in their National Team's matches by Blizzard at Group Stage of the Tournament shall be eligible to be awarded a prize pool of \$15,000 U.S.D., to be divided evenly amongst the members of the Competition Committee and Players comprising such seven (7) man roster who travel to such Group Stage of the Tournament, and participate in any requisite sponsor activity as required pursuant to Section 6 hereof, and remain eligible for the duration of the Tournament.

## **14.2** Tournament Finals Prizing.

14.2.1 Each of the players who are members of a National Team that has qualified for the Finals of the Tournament and travels to the Finals live event as part of a Competing Jurisdiction's seven (7) man roster, as well as each member of such Competing Jurisdiction's Competition Committee will each be awarded: (i) round-trip coach airfare from the regional airport nearest the Team Member's residence to the site of the Group Stage of the Tournament (Blizzard may substitute ground transportation for airfare, in its sole discretion, if the winner(s) are within driving distance to such site); and (ii) up to five (5) nights lodging (double occupancy) at a hotel of Blizzard's choice, meals and ground transportation, as determined by Blizzard, in its sole discretion. The approximate retail price of this prize package is estimated at \$2,500.00 U.S.D., depending upon the cost of travel for the Player to attend the Tournament Finals. All travel must take place on the dates and times as specified by Blizzard. Players who qualify to compete in the Tournament Finals along with the Competition Committee members of such National Teams shall be responsible, at their own cost and expense, for obtaining all the necessary visas, passports, or other travel documents issued by the government of their country or territory of citizenship so that they have the legal capacity to travel to the United States of America. In the event that a Player or Competition Committee member is unable to receive a visa, passport or other travel document permitting them travel to a live event, that individual will be deemed ineligible for participation, and will be replaced by Blizzard in Blizzard's sole discretion, and such individual shall be ineligible to receive any prize(s) prescribed under this Section 14. Winners are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. In the event that a Player or Competition Committee member from a Competing jurisdiction that qualifies for the Tournament Finals is a "minor" in their country or territory of residence, that Team Member must be accompanied by a parent or legal guardian, traveling on the same itinerary, and who shall be responsible for all of their own travel and accommodation costs including, without limitation, transportation and accommodation costs and any cost or expense associated with obtaining all the necessary visas, passports, or other travel documents issued by the government of their country or territory so that they have the legal capacity to travel to the United States of America.

14.2.2 Additionally, each of the Competition Committee Members and Players who comprise a Competing Jurisdiction's seven (7) man roster who travel to the Tournament Finals, compete in their National Team's matches at the Finals of the Tournament shall be eligible to be awarded a prize pool of \$16,000 U.S.D., to be divided evenly amongst the members of the Competition Committee and Players comprising such seven (7) man roster who travel to such Group Stage of the Tournament, and participate in any requisite sponsor activity as required pursuant to Section 6 hereof, and remain eligible for the duration of the Tournament.

**14.3** Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Blizzard reserves the right to substitute a prize of equal or greater value for any prize. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). STATE, LOCAL TAXES, INCLUDING VAT TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All cash prizes will be paid in U.S. currency, and can take the form of a check or direct deposit, as determined by Blizzard. Winners will be required to complete and submit to Organizer an IRS form W-8 or W-9 and bank account by December 10, 2018 to receive their cash prize. Should a Winner experience any issues providing the required documentation by December 10, 2018, the Winner should contact Blizzard immediately to arrange for additional time. Whether additional time is provided for a Winner to provide the required documentation will be at the discretion of Blizzard. All cash prizes in connection with

participation in the Tournament shall be paid by Blizzard in its discretion after December 10, 2018.

## **15.0 License to Name, Likeness and Personal Data.**

**15.1** *Use of Brand Materials.* By agreeing to these Official Rules, each Player and Competition Committee member hereby grants to Blizzard and its affiliates and representatives a perpetual, royalty-free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store and otherwise use the Player's and Competition Committee member's name, nickname, BattleTag (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the game or streams of any other Blizzard or Blizzard affiliate video game in which such individual participates ("Player Brand Materials"), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such Tournament event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament, Blizzard events and the game of Overwatch in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Blizzard; and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Blizzard. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the "Licensed Materials."

**15.2** *Advertising and Commercial Materials.* The grant of rights and licenses in Section 15.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Blizzard (and its sublicensees) to copy, display, distribute, edit, host, store and otherwise use the Player Brand Materials and the Licensed Materials, and create derivative works thereof, on or in connection with Blizzard's (or its sublicensees'): (a) websites and applications, together with those of its permitted streaming and broadcast partners; (b) social media postings; (c) print and online advertising and content; (d) newspaper and magazine advertising and content; (e) online advertising and content, including banners, leaderboards and skyscrapers; (f) outdoor and indoor billboards, posters, signs and displays; (g) product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals; (h) press releases, newsletters and e-alerts; (i) television; and (j) any other advertising or promotional materials developed by or for Blizzard (or its sublicensees) for the Tournament, Blizzard events or the game of Overwatch from time to time (the foregoing, the "Advertising and Commercial Materials").

**15.3** *Waivers.* By agreeing to these Official Rules, each Player and Competition Committee member hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials, Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under Applicable Law in relation to the Licensed Materials, Advertising and Commercial Materials, or to his/her participation in the Tournament or Blizzard events. Nothing in these Official Rules requires Blizzard to make use of any of the rights or licenses granted herein.

**15.4** *No Challenge.* Each Player and Competition Committee member agrees not to engage, directly or indirectly, in any acts that might jeopardize, challenge or contest or attempt to acquire, any rights of Blizzard or its affiliates and representatives in the Licensed Materials or Advertising and Commercial Materials (excluding the Player Brand Materials included therein and licensed hereunder), or any logos or trademarks of Blizzard or its affiliates.

**15.5 Further Assurances.** By agreeing to these Official Rules, each Player and Competition Committee member agrees 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 the rights of Blizzard and its affiliates as set forth in these Official Rules.

**15.6 Perpetual Licenses.** The rights and licenses granted in Sections 15.1 and 15.2 (and any sublicense of those rights and licenses) are perpetual and irrevocable, but apply only to the Player Brand Materials that are used with or integrated into Licensed Materials, Advertising and Commercial Materials and other media or materials, including any compilations, adaptations or excerpts of such Licensed Materials, Advertising and Commercial Materials.

**15.7 No Implied Licenses.** Nothing in these Official Rules grants, by implication, waiver, estoppel or otherwise, to any Player, Competition Committee member or any other third party any license or other rights in or to any of the logos or trademarks of Blizzard or its affiliates or representatives. In particular, Players and Competition Committee members do not receive, by virtue of these Official Rules or their participation in the Tournament or Blizzard events, the right to use or display any logo or trademark associated with the Tournament, Blizzard events, Blizzard or the game of Overwatch. If a Player or Competition Committee member requires a license to use any of the foregoing items, he/she must enter into a separate agreement with the licensor for that purpose. By agreeing to these Official Rules, each Player and Competition Committee member agrees to refrain from engaging in any marketing, promotional or media activity, other than through Blizzard, that could reasonably be expected to imply Blizzard's sponsorship or endorsement of such activity or of any third party or its products or services.

**15.8 Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.**

15.8.1 As between each Player or Competition Committee member and Blizzard, each Player or Competition Committee member, as appropriate, is the sole owner of Player Brand Materials, except that Blizzard is the sole owner of all BattleTags (or replacement tags), avatars, game play data and statistics and any intellectual property of Blizzard or its affiliates included in streams of the game of Overwatch or other Blizzard video games.

15.8.2 As between each Player or Competition Committee member and Blizzard, Blizzard will be the sole owner of all of the following:

15.8.2.1 Licensed Materials and Advertising and Commercial Materials (but not Player Brand Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials and licensed hereunder);

15.8.2.2 All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for a member of Blizzard and that incorporate or make use of all or any part of Player Brand Materials (but not Player Brand Materials that are incorporated or used therein and licensed hereunder);

15.8.2.3 Suggestions, comments and other feedback that a Player or Competition Committee member may provide to Blizzard relating in any way to (a) the Tournament, Blizzard events, the game of Overwatch or the business of Blizzard, and (b) all improvements or enhancements to the Tournament, the game of Overwatch, Blizzard events and the business of Blizzard resulting from any such suggestions, comments and feedback;

15.8.2.4 Data and statistics relating to a Player's or Competition Committee member's play of the game of Overwatch, and all feeds and data streams of such data and statistics; and

15.8.2.5 Intellectual property rights in each of the foregoing existing anywhere in the world.

**15.9 Collection of Personal Data.**



15.9.1 Blizzard will collect, store and use information collected in connection with the Tournament and Blizzard events (including information collected at live events) in accordance with Blizzard's online privacy policies (the "Online Privacy Policy"). The current versions of the Online Privacy Policy for U.S. and Canadian Battle.net account holders are found at <http://us.blizzard.com/en-us/company/about/privacy.html> and <http://d2y4mhrku00tr3.cloudfront.net/Overwatch+League+Privacy+Policy+enUS+enGB+ANZ.pdf>.

15.9.2 By accepting these Official Rules, each Player and Competition Committee member also agrees to the terms of the Online Privacy Policy.

## **16.0 Limitation of Liability and General Release.**

**16.1** As a condition to being allowed to participate in Contenders and to the greatest extent permitted by the applicable laws and regulations, each participant in the Tournament agrees to release and hold harmless Blizzard and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

**16.2** IN NO EVENT WILL BLIZZARD OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE OFFICIAL RULES TO ANY PARTICIPANT IN THE TOURNAMENT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT IN THE TOURNAMENT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR 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 OF ITS AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**16.3** To the fullest extent permitted by applicable law, each participant in the Tournament acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.

**16.4** Participants in the Tournament acknowledge and agree that Blizzard are not insurers of participants' property or personal safety. If a participant in the Tournament feels the need for insurance, such participant in the Tournament should obtain it from a third party.

## **17.0 Resolution of Disputes.**

**17.1 Disputes Regarding Official Rules.** Blizzard has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of these Official Rules ("Rules Dispute").

**17.2 Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Blizzard may have against a participant in the Tournament or that a participant in the Tournament might have against Blizzard, and any dispute, claim or controversy arising out of or relating to the

Tournament or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Blizzard's final, binding authority (whether under Section 17.1 or under separate written agreements entered into with Blizzard or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Blizzard ("Arbitration Dispute") will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 17.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration Disputes or preclude Blizzard from seeking and obtaining from any court of competent jurisdiction (without the need for Blizzard to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the participant in the Tournament of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

### **17.3 Class Action and PAGA Waivers.**

- 17.3.1 By agreeing to these Official Rules, each participant in the Tournament agrees that any arbitration will be limited to the Arbitration Dispute between Blizzard and the participant in the Tournament individually.
- 17.3.2 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the participant in the Tournament and Blizzard; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), separately addressed in Section 14.3(c) below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the participant in the Tournament will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any participant in the Tournament or Blizzard agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 17.3.1 and this Section 17.3.2 are referred to as the "Class Action Waiver".
- 17.3.3 By agreeing to these Official Rules, each participant in the Tournament acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the participant in the Tournament will not

have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the participant in the Tournament or Blizzard or its affiliates agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this Section 17.3.3 are referred to as the “PAGA Waiver”.

17.3.4 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

17.3.5 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to Section 17.3 of this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

## **18.0 Governing Law.**

**18.1** All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the United States of America and the law of the State of New York, without regard to choice of law principles, provided that Blizzard will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This selection of governing law shall supersede any prior choice of law contained in any prior version of the Official Rules executed by the participant in the Tournament.

**18.2** Participants 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.

**18.3** In recognition of the Tournament’s status as a global event, Blizzard will endeavor to provide official translations of these Official Rules. In the event of any conflict between the English version and any translation of these Official Rules, the English version will control.

**19.0 Miscellaneous.** Entrants agree to be bound by these Official Rules and by the decisions of Blizzard and Organizer, which are final and binding in all respects. Blizzard reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Tournament or any entrant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes affect the administration, security or proper play of the Tournament or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. If terminated, Blizzard may, at its discretion, select make up dates to run a “make up” tournament. Entrants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Blizzard, the Tournaments or any other entrant (in each case as determined in Blizzard's sole discretion) are subject to disqualification from entry into the Tournament. Blizzard reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If you have any questions about these Official Rules or the Tournament, please e-mail them to or send written questions to “2018 Overwatch® World Cup Invitational Tournament,” - Information Request,” 1 Blizzard Way, Irvine, CA 92618, or to [overwatchcontenders@blizzard.com](mailto:overwatchcontenders@blizzard.com).