

2016 TESPA COLLEGIATE SERIES OVERWATCH
OFFICIAL COMPETITION RULES

Please read these rules before entering the 2016 Tespa Collegiate Series Overwatch (the “Tournament”). By entering and participating in the Tournament, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements contained in Section 1 below.

1. **Sponsor; Eligibility.** NO PURCHASE NECESSARY TO ENTER OR WIN. TESPA, INC., (“SPONSOR”) IS THE SPONSOR OF THIS TOURNAMENT. THIS TOURNAMENT IS OPEN ONLY TO INDIVIDUALS WHO, AS OF SEPTEMBER 12, 2016: (A) ARE LEGAL RESIDENTS OF THE UNITED STATES OR CANADA; (B) ARE OF THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE; (C) ARE CURRENTLY ENROLLED, OR WILL BE ENROLLED, FULL-TIME IN THE 2016 FALL SEMESTER IN AN ACCREDITED GRADUATE SCHOOL, FOUR-YEAR COLLEGE, FOUR-YEAR UNIVERSITY OR COMMUNITY COLLEGE, THAT IS LOCATED IN THE UNITED STATES OR CANADA THAT HAS A PHYSICAL CAMPUS LOCATION WHERE MORE THAN 50% OF THE STUDENT BODY ATTENDS CLASSES OFFLINE; (D) HAVE A VALID EMAIL ADDRESS; (E) HAVE REGISTERED AN ACCOUNT WITH TESPA COMPETE AT <HTTPS://COMPETE.TESPA.ORG/REGISTER> (AT NO COST TO THE REGISTRANT); AND (F) HAVE AUTHORIZED ACCESS TO A FULL BATTLE.NET ACCOUNT WITH AN OVERWATCH GAME LICENSE THAT IS REGISTERED ON BLIZZARD ENTERTAINMENT’S NORTH AMERICA BATTLE.NET SERVICE (A BATTLE.NET LIGHT ACCOUNT IS NOT SUFFICIENT FOR THIS TOURNAMENT) THAT IS IN GOOD STANDING AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THE TOURNAMENT (“THE ACCOUNT”); G) HAVE INSTALLED THE MOST RECENT VERSION OF THE GAME, “OVERWATCH” (THE “GAME”) (THE “ELIGIBLE PARTICIPANTS”).

If you are under the legal age of majority in your country of residence, but over the age of 13 (a “Minor”), you may still enter and be an Eligible Participant if you otherwise meet all of the eligibility criteria set forth above and one of your parents or legal guardians read and agree to these Official Rules on your behalf.

Directors, officers and employees of Sponsor, 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 win any prizes. All applicable federal, state and local laws and regulations apply.

Eligible Participants must have an Account which includes a valid email address. Sponsor reserves the right to verify the email address provided to Sponsor by the Eligible Participant. The Eligible Participant must be a natural person who is the person who registered the Account unless the Eligible Participant is a Minor using an Account

registered by a parent or guardian.

2. **Verification of Eligibility.** Eligible Participants must first log into <https://compete.tespa.org/login>, then complete their entry form located at <https://compete.tespa.org/overwatch>. Eligible Participants must fill out all required portions of the entry form to be eligible for consideration. Eligible Participants will be required to verify that they meet the eligibility requirements for the Tournament. Every member of a Team who plays in the Tournament may be required to provide proof of enrollment; otherwise the Team is ineligible to win a prize in this Tournament. In the event of a dispute as to the identity of the Eligible Participant, entries will be declared made by the authorized account holder of the Battle.net Account submitted at time of entry. Sponsor reserves the right to verify an Eligible Participant's information, or any other facet of an Eligible Participant's entry if further investigation is deemed necessary. By entering you agree to accept and be bound by these Rules and the decision of Sponsor, which shall be final and binding in all matters relating to the Tournament. Limit one (1) entry per authorized Account holder.
3. **Disclaimer.** Sponsor will not be responsible for (a) any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Sponsor (although the Sponsor will take reasonable precautions to ensure reasonable safety); or (d) any printing or typographical errors in any materials associated with the Tournament. Additionally, in accordance with the Battle.net End User License Agreement and without limiting Sponsor's rights therein, Sponsor retains the right to modify or delete content, data, digital cards, accounts, statistics, user profiles, and any information created, accumulated, stored or uploaded to an Account at any time and for any reason at its sole discretion.
4. **Tournament Period.** Registration for the Tournament shall commence on or about 11:59 AM PDT September 12, 2016 (the "Start Date"), and shall continue in duration until 11:59 AM PDT November 11, 2016. No new Teams may be created after September 30, 2016. All entries must be received by the Deadline to be eligible to win a prize. League Play will commence on or about October 5, 2016 and will continue until November 10, 2016 Playoffs will commence on or about November 12, 2016 and will continue until November 20, 2016. The Live Finals will take place between January 2017 and February 2017 at a date to be announced. All Tournament matches must be played in accordance with these official Tournament Rules.
5. **Teams & Tournament Format.**
 - a. Team Structure. Teams will be made up of 6 to 30 Eligible Participants, and who attend the same college or university. Only one Team can be registered per school. In the event of a dispute of which team will represent a particular school, the

school's Tespa Coordinator may run an internal qualifier using the 'Best of 3' match format listed in section 5.B. to determine the Team that will represent the School in the Tournament. In the event that an otherwise Eligible Participant does not have an Overwatch license attached to their Battle.net account, the Eligible Participant may contact Sponsor at compete@TeSPA.org to arrange for a temporary Overwatch license for their use while they are competing in the Tournament at no cost to the Eligible Participant. Tespa Collegiate Series Teams may utilize coordinators in this Tournament, however, all coordinators must have been accepted into Sponsor's Coordinator Program ("Coordinator"). If you are interested in the Coordinator Program, go to <https://compete.tespa.org/coordinator>. Each team must designate six (6) Eligible Participants as 'players', any additional Eligible Participants on a team will be designated as 'substitutes'. Teams can field any Eligible Participants listed on their team however only the (6) members designated as 'players' are eligible to win prizing. All Team members must be Eligible Participants and must separately enter in order to participate. Competition in this Tournament shall take place on Overwatch Servers designated by Sponsor, and in accordance with the Battle.net End User License Agreement.

- b. Tournament Matches. Tournament matches shall consist of two (2) Teams competing in a 'best of 3' Game competition. Matches will take place online Blizzard's Americas Battle.net server, utilizing the 'Custom,' game lobby and 'Competitive', game mode. The first map for each round will be communicated on the bracket page or by Tournament administrators before that round of Tournament play begins. After the initial game of a match is played, the losing Team will be allowed to choose from any remaining Game maps for the next game of the match. This will continue until one of the Teams wins two (2) games or three (3) games have been played. The Team that wins two (2) games, or the Team that wins more games is then determined the winner of the match. If after three (3) games are played and neither Team has accumulated more game wins, a fourth tie-breaker control map will be played designated by tournament administrators.
 - i. Each match is assigned a match time, and each Team must be online and ready to play at this time. Matches can be played earlier if both Teams agree and they document the agreement in writing (for e.g. a screenshot of the in-game chat, email, etc.). Matches cannot be played after the scheduled match time. If a match is played earlier, the winning Team must wait until the scheduled match time to report the score. If both Teams do not agree to play earlier, failure of a Team to be online during the scheduled round time within 20 minutes after the round begins will result in a forfeit of the match.
 - ii. Upon match completion, the winning Team must report the win and upload relevant screenshot files to the Tespa Compete website. In a situation where a score is unreported, then both Teams will be assumed to be 'no-show' and not

be assigned any further matches.

- c. League Play. Teams will be organized by Sponsor into the following four (4) "Regions"
1. The "**West**" Region shall include Teams from Alaska, Arizona, California, Hawaii, Idaho, Nevada, Oregon, Utah, Washington, British Columbia, Alberta, Yukon, and Northwest Territories;
 2. The "**North**" Region shall include Teams from Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Montana, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin, Wyoming, Saskatchewan, Manitoba, Ontario, and Nunavut;
 3. The "**South**" Region shall include Teams from Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Alabama, and Puerto Rico
 4. The "**East**" Region shall include Teams from Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Virginia, West Virginia, Vermont, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, and District of Columbia

The Teams in each Region will engage in League Play from about October 5, 2016 to about November 10, 2016, in accordance with the schedule posted at the Tespa Compete website at <https://compete.tespa.org/>. Matches will be assigned by Region using the Swiss tournament format. Teams reported as "no-shows," by their opponents will be flagged as dropped and not assigned any further matches, however dropped Teams can request that the Sponsor re-add the dropped Team by contacting the Sponsor, who may, in Sponsor's sole discretion, re-add the Team to League Play who will be assigned a loss for every match missed. The Teams who finish League Play with a positive win/loss ratio (4/3 or higher) will advance to the Playoffs.

- d. Playoffs. The Playoffs for the Tournament are scheduled to take place from about November 12, 2016 to about November 20, 2016. Teams that advance to the Playoffs will be seeded based on their performance in League Play into a Regional single elimination playoff bracket. The Teams that finish first in their Regional Bracket will advance to the Tournament Finals.
- e. Live Finals. The Tournament Finals will be a live event that will take place at a location to be announced by Sponsor in the month of November, 2016. The Teams that qualify for the Finals will be notified thirty (30) days in advance of

when the Finals are scheduled. The Teams that advance to the Finals will play to determine the Winning Team of the Tournament.

- f. Game version. Eligible Participants must have installed the most recent version of Game in order to participate in the Tournament. It is anticipated that updates to Game will be released during the Tournament, and in such an event, Eligible Participants must install all updates prior to set match times. Sponsor is not responsible for any failure of an Eligible Participant to install the most recent version of the Game.

6. **Tournament Rules.**

- a. Match disputes or discrepancies. If the Team Captain is unable to report the score, reported the score incorrectly, or the other Team recorded the score incorrectly, that Captain must contact Sponsor with relevant evidence within 3 hours of the match conclusion.
- b. Cheating. Eligible Participants must compete to the best of their ability at all times. It is each Eligible Participant's responsibility to know and understand the Official Rules as they exist during the Tournament period. Any form of cheating will not be tolerated. If the Sponsor determines that an Eligible Participant is cheating or otherwise interfering with the Tournament, the Eligible Participant 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. Examples of cheating would include, without limitation:
 - i. Actions to intentionally alter or attempt to alter the results of any match, including altering match evidence, or losing a match to advance one Team or another Team's position in the Tournament.
 - ii. Attempts to interfere with another Eligible Participant's connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and
 - iii. Any incidence of Eligible Participants allowing individuals who are not the Eligible Participants to play on an Eligible Participant's Battle.net account in any of Blizzard's games.
- c. Gambling. Eligible Participants are not allowed to place or attempt to place wagers on any matches or actions in, or around, the Tournament.
- d. Unsportsmanlike Behavior. Sponsor 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 Sponsor

to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Examples of unsportsmanlike behavior would include, without limitation:

- i. Eligible Participant commits, or threatens to commit, violent acts against any other Eligible Participant in the Tournament, a Sponsor representative, or any spectator of the Tournament.
- ii. Eligible Participant in any Tournament communications promotes or alludes to racial/ethnic hatred, uses language or links that bypass the mature language filter, insultingly refers to any aspect of sexual orientation pertaining to themselves or other players, or makes inappropriate reference to human anatomy or bodily functions.

CAUTION: ANY ATTEMPT BY A USER OR ELIGIBLE PARTICIPANT 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, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Prizing.

- a. Participation Prize. Each Eligible Participant who is registered as a player, substitute, or Coordinator for a Team who shows up for every assigned match of the Tournament shall receive a limited edition Tespa player shirt.
- b. Prize for Qualifying for the Live Finals. The six (6) players as well as the Team's Coordinator who qualify for the **2016 Overwatch Tespa Collegiate Series** Live Finals shall win a prize package consisting of:
 - i. A round trip coach airfare to the regional airport nearest the location of the live Finals event, that will take place in North America a date to be announced by Sponsor (Sponsor may substitute ground transportation for airfare, in its sole discretion, if the Winner's residence is located within 100 miles of the location of the Tournament)
 - ii. A minimum of three (3) nights lodging (double occupancy or single in the case of a minor) at a hotel of Sponsor's choice, meals and ground transportation, as determined by Sponsor, in its sole discretion. All travel must take place on the dates and times as specified by Sponsor. Eligible Participants who qualify for prizes hereunder 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 of citizenship so that they have the legal capacity to travel to the United

States of America, and are responsible for any and all other costs and expenses associated with their prize that are not specifically set forth herein. Should an Eligible Participant who qualifies for prizes hereunder be a “minor” in their jurisdiction of residence, a parent or legal guardian shall travel on the same itinerary with the Eligible Participant, and 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 of citizenship so that they have the legal capacity to travel to the United States of America.

- iii. The approximate retail price of this prize package is estimated at \$2,000.00 USD depending upon the cost of travel for the Winner.

- c. Scholarship Prizes for Winners of the Tournament. In addition to receiving the Participation Prize, the six (6) Eligible Participants registered as players as well as the Team’s Coordinator for the Team of the Tournament that finishes First through Eighth place shall each receive a “Scholarship Prize” that will pay the Winner’s future college “Tuition,” up to the amount defined below, subject to the Scholarship Limitations listed in Section 7C(i) below, and Winner meeting the Scholarship Prize Requirements detailed in Section 7C(ii) below:

Team Placement	Scholarship Amount
First Place	\$6000 USD
Second Place	\$3000 USD
Third and Fourth Place	\$2000 USD
Fifth, Sixth, Seventh, and Eighth Place	\$1000 USD

“Tuition,” as used hereunder, shall be defined as the player’s actual future tuition for enrollment in the accredited college, university or graduate school that the Winner attends on a full time basis, and shall include future summer school tuition, and payments towards outstanding student loans.

No payment will be granted until Sponsor or Sponsor’s Scholarship administrator is able to verify with Winner’s financial aid department that Winner is enrolled at the institution. Winner must cooperate with Sponsor, Sponsor’s Scholarship administrator and Winner’s academic institution in filing or providing any necessary paperwork, attestations or other materials or signatures deemed necessary by Sponsor, Sponsor’s Scholarship administrator or Winner’s academic institution in their discretion to process the Scholarship. Sponsor may, in its sole discretion, decline to award payment of the Scholarship in the case of

Winner's failure to provide information in a timely fashion requested by Sponsor, Sponsor's Scholarship administrator or the Winner's academic institution, or if Winner's student enrollment lapses for any reason.

Scholarship monies shall be paid each academic period after Winner has provided adequate proof of enrollment and ongoing eligibility.

- i. Scholarship Limitations. Scholarships may be used only toward Tuition that is the responsibility of the Winner. Scholarship monies unused at the point of graduation, or as the result of Winner's ineligibility for continued university enrollment for any reason, will not result in a monetary refund to Winner.
- ii. Scholarship Prize Requirements. In order to receive a Scholarship Prize:
 1. Winners are required to provide Sponsor or Sponsor's designee, with their Battle.net Username, residential address and phone number, student identification number, official transcript from current school, and contact and mailing information for Winner's academic institution financial aid office. No prizing will be disbursed until all required information is provided and the Winner is determined eligible. Once Winner has provided adequate proof of eligibility, Scholarship monies shall be paid each academic period, upon receipt of the school's tuition invoice, until fully disbursed.
 2. Winners must notify Sponsor of any change in academic status, such as taking less than the required minimum of eight units (or its full time hourly or credit equivalent), taking a leave of absence, or withdrawing from their academic institution.
 3. Winners must complete at least one semester of attendance and Scholarship disbursement before being eligible to suspend their semesters of Scholarship eligibility while on official leave of absence. Winners on official leave may suspend their semesters of Scholarship eligibility for a maximum of two semesters. Winners who do not notify Sponsor of a leave of absence, or who fail to provide Sponsor with evidence of university approval for the same, will lose semesters of Scholarship tenure equivalent to the time not enrolled. Without an approved leave of absence, Winners not enrolled for more than two consecutive semesters will have their Scholarship discontinued.
 4. Winners must be enrolled full time each semester according to the requirements of their chosen college, university or graduate

school and must make satisfactory academic progress toward a baccalaureate or graduate degree by maintaining a minimum 2.500 cumulative GPA as evidenced by an official school transcript.

- iii. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. Any prize won by an eligible Minor will be awarded in the name of a parent or legal guardian. 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 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. Winners will be required to complete and submit to Sponsor an IRS form W-8 or W-9 (IRS W-8 BEN form in the case of Canadians) to receive a cash prize.

8. **Collection of Personal Data.** The information necessary to operate the Tournament was collected by Sponsor at the time that each Eligible Participant completed the Tournament entry form and registered a Battle.net account with Blizzard Entertainment, Inc., and without limiting Sponsor's rights under its privacy policies with regards to its use of the information, will be used to contact Eligible Participant specifically for operation of the Tournament.

The Tournament is not open to anyone under the age of majority in Eligible Participant's country of citizenship, and in the event that Sponsor becomes aware that an Eligible Participant is under the age of majority in Eligible Participant's country of citizenship and such Eligible Participant's parent or guardian has not provided specific permission to Sponsor for Eligible Participant to participate in this Tournament, Sponsor will delete, erase or destroy any and all personally identifiable information related to the Tournament. The data collector is TESPAs, Inc., and the data collected will be transferred to the United States of America. Upon request, Eligible Participants will be provided with access to their personal data. Eligible Participant also has a right of opposition to the data collection, under certain circumstances. To exercise such right, Eligible Participants may write to "2016 TESPAs Overwatch Tespa Collegiate Series - Personal Data," c/o TESPAs, P.O. Box 18979, Irvine, CA 92612. Eligible Participants may also withdraw their personal data upon request, however this will result in disqualification from the Tournament if an Eligible Participant withdraws their personal data prior to the determination and fulfillment of the prizes listed in Section 11 herein. Information collected in connection with the Tournament will otherwise be collected in accordance with Sponsor's privacy policy, available at <http://tespa.org/privacy/>. By agreeing to these Official Rules, each Eligible Participant also agrees to the terms of Sponsor's privacy

policy.

9. **Sponsor Use of Entries.** Eligible Participant hereby agrees that in consideration of Eligible Participant being allowed the opportunity to enter the Tournament, Sponsor, its parent, subsidiaries and affiliates, shall have the perpetual, non-exclusive, worldwide license and right to utilize Eligible Participant's name, address (city, state and country), character, likeness, prize information, statements about the promotion, and biography ("Brand Materials") of Eligible Participant. Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Brand Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to Eligible Participant or any other person or entity. Eligible Participant agrees to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this Section 9.
10. **General Release.** By entering the Tournament, Eligible Participant releases Sponsor and any of its parent companies, subsidiaries, affiliates, directors, officers, employees, representatives, agents and agencies (collectively, the "Released Parties") from any liability whatsoever, and waives 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 the Tournament (including, without limitation, 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, any activity or travel related to the Tournament or from any interaction with, or downloading of, computer Tournament information or the Game, and any printing or typographical errors in any materials associated with the Tournament.

EVERYTHING PROVIDED IN CONNECTION WITH THE TOURNAMENT AND THE GAME IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES OR NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of implied warranties on applicable statutory rights, so the above exclusions and limitations may not apply in some cases.

11. **License Agreement.** Eligible Participants are at all times subject to the terms of Sponsor's Battle.net End User License Agreement, available at <http://us.blizzard.com/enus/company/legal/eula.html>. Should any Eligible Participant be found in violation of the Battle.net End User License Agreement, such Eligible Participant will not be eligible and will be automatically disqualified from the competition

and Sponsor reserves all rights to claim any equitable or legal remedies for loss, and remedies under breach of contract, due to the violation of the Terms of Use License Agreement.

12. **Publicity Release.** Sponsor shall have the right to utilize an Eligible Participant's name, bio and likeness in advertising for the Tournament as well as in historical promotion of the Tournament. Sponsor also shall have the right to have the Tournament broadcast or re-broadcast (including via Internet transmission and wireless networks) by itself and/or the broadcast partner(s) without further payment to Eligible Participant. Additionally, upon Blizzard's request, Eligible Participants who qualify for the Tournament Finals agree to: (i) make themselves available for phone and on-camera interviews and photography sessions before, during and after the Tournament Finals; (ii) attend media training sessions provided by Sponsor in preparation for press interviews; (iii) publicize their involvement on their social media channels; and (iv) be willing to answer questionnaires administered by Sponsor

13. **Advertising Materials.** The grant of rights and licenses in Section 7.1 includes the right and license of Blizzard and Tespa, Inc., to copy, display, distribute, edit, transmit, host, store and otherwise use an Eligible Participant's Brand Materials, and create derivative works thereof, on or in connection with: (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 (the foregoing, the "Advertising Materials"). In consideration of being able to participate in the Tournament, each Eligible Participants hereby agrees to 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 Tespa to make use of any of the rights or licenses granted herein. If requested, an Eligible Participant Eligible Participants agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) reasonably requested by Blizzard or Tespa to effect, perfect or confirm Blizzard's and/or Tespa's rights as set forth in these Official Rules.

14. **Ownership of Advertising Materials, Feedback, Stats and Suggestions.** Eligible Participants are the sole owner of their Brand Materials, and Blizzard and Tespa are the sole owners of (a) the Advertising Materials (but not an Eligible Participant's Brand Materials that are incorporated into or used in the Advertising Materials); (b) all 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 an Eligible Participant's Brand Materials (but not an Eligible Participant's Brand Materials that are incorporated or used therein); (c) all suggestions, comments

and other feedback provided by an Eligible Participant relating in any way to the Game, the Tour, the Tour Events or the business of Blizzard and all improvements or enhancements to the Game, the Tour, the Tour Events and the business of Blizzard resulting therefrom; (d) all data and statistics relating to an Eligible Participant's play of the Game during the Tour, and all feeds and data streams of such data and statistics; and (e) all intellectual property rights in each of the foregoing. Each Eligible Participant agrees 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.

15. **Affidavit & Release.** As a condition of being awarded any prize, Winners may be required to execute and deliver to Sponsor a signed affidavit of eligibility and acceptance of these Official Rules and release of liability. In the event that a winner is under the age of majority in his or her country of residence, 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 Sponsor.
16. **Winners List; Rules Request.** A list of winners will be posted at <http://compete.tespa.org> no later than January 31, 2017 and will remain available until January 31, 2018 For a copy of the winners list, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, "2016 Tespa Overwatch Tespa Collegiate Series - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." To obtain a copy of these Rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, "2016 Tespa Overwatch Tespa Collegiate Series - Rules Request, c/o Tespa, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.
17. **Copyright Notice.** The Tournament and all accompanying materials are copyright © 2016 Tespa, Inc., and its respective licensors. All rights are reserved.
18. **Miscellaneous.** Eligible Participants acknowledge that Blizzard Entertainment, Inc. may patch or update **Overwatch** at any time to fix bugs, change balance, or add features, and the Tournament will continue regardless. The Tournament and these Official Rules will be governed, construed and interpreted under the laws of the state of California in the United States, provided that Sponsor shall have the right to disqualify Eligible Participants that are rendered ineligible due to local law. Eligible Participants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. No automated entry devices and/or programs are permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. In case of dispute of the identity of any Winner, entries will be declared made by the authorized account holder of the email address provided at time of

entry. "Authorized account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Tournament, including any injury or damage to Eligible Participant's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend, cancel or modify the Tournament or any Eligible Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Tournament, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Sponsor, Sponsor reserves the right to limit the number of Eligible Participants. Eligible Participants who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Sponsor, the Tournament or any other Eligible Participant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Tournament. Sponsor 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 an Eligible Participant has any questions about these Official Rules or the Tournament, please email them to compete@tespa.org or send written questions to: 2016 Tespa Summer Series Collegiate Championship c/o Tespa, P.O Box 18979, Irvine, CA 93623.

19. Tournament Sponsor. The sponsor of the Tournament is Tespa, Inc.