



2018

Overwatch Open Division – Official Rules

Australia, Europe, North America, Pacific, South America

Introduction

The following rules are tailored to the 2018 Overwatch Open Division Season 2 for the following regions: Australia, Europe, North America, Pacific, and South America.

These Overwatch Open Division Official Rules (the “**Official Rules**”) form a contract between all Teams and Players (“**Participants**”), on the one hand, and Blizzard Entertainment, Inc. and its affiliates (“**Blizzard**”) who are engaged in operating Open Division, on the other hand. These Official Rules establish the general rules of tournament play, including rules governing player eligibility, tournament structure, points structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms. Each Participant is required to read, understand, and agree to these Official Rules before participating in Open Division.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN OPEN DIVISION ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 12 AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES.

If a provision of these Official Rules is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Official Rules or the validity or enforceability in other jurisdictions of any other provision of these Official Rules.

Each Participant must agree to these Official Rules to participate in Open Division. You may accept these Official Rules by any one of the following methods:

- Registering to participate in Open Division; and/or
- Participating in any match that is part of Open Division.

1 Players

1.1 **Eligibility.** To compete in the 2018 Overwatch Open Division Season 2 as a “player”, one must:

- 1.1.1 have an active Blizzard Account that is in good standing;
- 1.1.2 reside in the Algeria, Argentina, Australia, Austria, Bahrain, Belarus, Belgium, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, 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, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United Kingdom, United States, Uruguay, Venezuela, Vietnam (“ELIGIBLE COUNTRIES”);
- 1.1.3 not be a director, officer, or employee of Blizzard, or any entity which controls, is controlled by, or is under common control with Blizzard;
- 1.1.4 not be an active player, substitute, coach, and/or owner of a 2018 Overwatch League team, 2018 Overwatch Contenders Season 2 team, 2018 Overwatch Contenders Trials Season 2 team, or any other 2018 Overwatch Open Division Season 2 team, from any region; and
- 1.1.5 agree to be bound by these Official Rules.

1.2 Player Streaming

- 1.2.1 Players who are competing in a 2018 Overwatch Open Division Season 2 match can stream their own gameplay with at least a 3-minute delay.

1.3 Player Rules

- 1.3.1 Players can leave and join teams during the regular season so long as they maintain player eligibility per Section 1.1.
- 1.3.2 Players can only compete on one team, in one region, at a time.
- 1.3.3 Players can only play for one team per week.
- 1.3.4 Players from Overwatch Open Division teams who do not make playoffs will be released as “free agents” and permitted to join Overwatch Open Division Playoffs teams.
- 1.3.5 Players from Overwatch Open Division Playoffs teams can leave their team, but they cannot join any other Overwatch Open Division Playoffs team.

2 Teams

2.1 Team Registration

2.1.1 Regular Season

- 2.1.1.1.1 Team Registration closes on Sunday, April 15th, 2018 at 11:59 PM Pacific Standard Time. Teams must have at least 6 “Active” players on their Battlefy.com team roster by this time or they will be ineligible to compete.
- 2.1.1.2 Teams can invite eligible free agents to join their team at any time during the regular season.

2.1.2 Playoffs

- 2.1.2.1 Teams who advance to the Overwatch Open Division Playoffs may invite eligible free agents to join their team, excluding players on other teams who also qualified for Playoffs.
- 2.1.2.2 Team rosters lock before the start of playoffs on Friday, May 25th, 2018 at 11:59PM PST. No players may join any Overwatch Open Division team after this time unless given permission from a tournament administrator.

- 2.2 **Team Captain.** Teams must designate a Team Captain before the beginning of the season. The Team Captain will be a primary contact for communication with administrators. Captains will be the primary contact for all prizing.

- 2.2.1 Captains oversee team rosters and are permitted to add or remove players from their team. Players do not have power to make roster changes without the Captain’s permission.

- 2.3 **Team Owner.** If teams advance to the 2018 Overwatch Contenders Trials Season 2, the Active Team Roster on Battlefy.com will vote on an individual to be their Team Owner. Team Owners shall have full control over the team and shall be appointed via majority vote of the then-current Active Team Roster. Individuals on the Active Team Roster will be ineligible to serve as Team Owner. Details will be included in the official 2018 Overwatch Contenders Season 2 ruleset. Notwithstanding anything to the contrary, Blizzard shall have the ability to require a team to select a new Team

Owner, in Blizzard's sole discretion.

2.4 Roster Requirements

- 2.4.1 **Active Players.** Each team must maintain a roster of 6 to 9 Active Players on the Battlefy.com team roster. These players can compete in Overwatch Open Division Season 2 matches and will receive prizing if they stay on the Active team roster at season end.
- 2.4.2 **Inactive Players.** Players listed as "Inactive" on their roster, or any other player not on the Active team roster, cannot play in any Overwatch Open Division matches and will not receive prizing.
 - 2.4.2.1 It is the responsibility of both teams to check player eligibility before the start of play. Teams who play with ineligible rosters may receive penalty pending Tournament Administrator ruling. If you are unsure of player eligibility before a match starts, request administrator support before playing your match.
 - 2.4.2.2 Teams can substitute Active Players between maps. No substitutions may be made between stages of control maps.
- 2.4.3 **Team Staff: Coaches, Management**
 - 2.4.3.1 Team Staff can choose to be on the Active Players list and receive prizing if they wish but are not required.
 - 2.4.3.2 Team Staff cannot spectate matches unless given written permission by both Team Captains before start of play.
 - 2.4.3.3 Team Staff can communicate with their players before and after matches and maps but not during a map.

- 2.5 **Team Name.** Team names must be approved by 2018 Overwatch Open Division Season 2 administrators. Team names may be denied at any time that may not reflect the professional standards of Blizzard Entertainment. Effected teams will be required to submit and play under another approved name.

3 Prizing

3.1 Australia, Europe, North America, Pacific, and South America Regions

- 3.1.1 **Invitation.** Top 2018 Overwatch Open Division Season 2 teams from each region will be invited, if eligible, to compete in that region's 2018 Overwatch Contenders Trials Season 2. Four teams from each region are expected to be invited. The number of teams invited is subject to change based on competitiveness, logistics, or tournament administration, all of which will be determined solely in Blizzard's discretion.
- 3.1.2 **Team Prizing.** Prizes will be awarded to players based on final team tournament ranking within 90 days of completion. Prize amounts are published in US dollars, but will be converted to the primary currency listed on players' Blizzard Accounts. Exchange rates will be determined in accordance with the then-current U.S. Department of Treasury Bureau of the Fiscal Services by Blizzard Entertainment at a time following the completion of the tournament. The time of conversion will be determined in Blizzard's sole discretion. The prizes below will be paid out to each player on a team's end-of-season Active rosters in accordance with such team's results at

the end of the season:

1st place: \$50 Blizzard Balance

2nd place: \$40 Blizzard Balance

3rd-4th place: \$30 Blizzard Balance

5th-8th place: \$20 Blizzard Balance

Participation: Teams that play in at least 8 out of their 10 regular-season matches receive \$10 Blizzard Balance per player

- 3.1.3 Players must remain on the Active Team Roster on Battlefy.com at the end of the Regular Season to receive prizing.

4 Sponsorships

- 4.1 Teams and players are not permitted to compete in the 2018 Overwatch Open Division Season 2 with sponsors affiliated with any of the following: Pornography (or materials that Blizzard, in its sole discretion, determines are the equivalent of pornography); Alcohol; Tobacco or cigarettes, including vaping products; Firearms; Any person or entity that offers products or services that Blizzard determines are detrimental to Overwatch, Overwatch Open Division, 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.

5 Structure and Schedule

- 5.1 **Format.** Teams will play a best-of-5 maps match in the 2018 Overwatch Open Division Season 2 regular season.

5.2 Maps

- 5.2.1 **Rotation.** Each match will include the following game modes, in this order: Control / Escort / Assault / Hybrid / Control

5.2.2 Selection

5.2.2.1 Regular Season

- 5.2.2.1.1 The left team (when viewing the match on battlefy.com) must pick the first map and host the tournament lobby. The right team (when viewing the match on battlefy.com) can pick side.

- 5.2.2.1.2 The losing team from each map will pick the subsequent map and can host the lobby if requested. The winning team from each map will pick which side they play of the subsequent map.

- 5.2.2.1.3 Maps are removed from the available pool after being played in the match.

5.2.2.2 Playoffs

- 5.2.2.2.1 The higher seeded team must select the first map and host the tournament lobby. The lower seeded team can pick side.

- 5.2.2.2.2 The losing team from each map will pick the subsequent map and can host the lobby if requested. The winning team from each map will pick which side they play of the subsequent map.

- 5.2.2.2.3 Maps are removed from the available pool after being played once.

- 5.2.3 **Available Map Pool.** The following maps can be selected:
Control – Ilios / Oasis
Escort – Dorado / Junkertown
Assault – Hanamura / Volskaya Industries
Hybrid – King’s Row / Numbani / Blizzard World
- 5.2.3.1 Note that the 5th map, if needed, will be played on the last remaining Control map above. For example, if Ilios was picked for map #1, then map #5 will be played on Oasis.
- 5.2.4 **Draws.** If any individual map ends in a draw, a tiebreaker map will be played immediately. The winning team from the previous map picks which side they play on.
- 5.2.4.1 First tiebreaker map to be played, if needed: Lijiang Tower (best-of-3 stages)
Second tiebreaker map to be played, if needed: Nepal (best-of-3 stages)
- 5.2.5 **Map Bans.** In an extreme case of a bug existing within the current patch of Overwatch, the tournament administrator may enforce a map ban for any duration of time.

5.3 Heroes

- 5.3.1 **Available Hero Pool.** Only heroes that are enabled in the “Competitive Play” mode of Overwatch may be used.
- 5.3.2 **Hero Bans.** In an extreme case of a bug existing within the current patch of Overwatch, the tournament administrator may enforce a hero ban for any duration of time.

5.4 Regular Season - Swiss Format.

- 5.4.1 **Week 1.** All teams will be randomly matched up against two (2) opponents within the 2018 Overwatch Open Division Season 2.
- 5.4.2 **Weeks 2 – 4.** All teams will be matched up against two (2) new opponents each week, who they have not yet played against, and who have similar match records.
- 5.4.3 **Week 5.** All teams will be matched up against one (1) opponent with similar record for their 9th match. Teams will be re-seeded before their 10th match.
- 5.4.4 **Byes.** Byes will be awarded randomly to the lowest ranked team(s) based on Match Record. Byes count as 3-0 match wins.
- 5.4.5 **Forfeits & No-Shows.** Teams who forfeit their match will receive a 0-3 match loss. Teams who receive forfeit wins will receive a 3-0 match win.
- 5.4.6 **Match Announcements.** Teams will receive their scheduled matchup each Tuesday of the regular Season of the 2018 Overwatch Open Division Season 2.
- 5.4.7 **Match Play Times.** The default match dates are every Saturday and Sunday in most regions. Times of matches may change week-to-week: see the official tournament page on Battlefy.com for the full schedule, which may change at any time. Teams can agree amongst themselves to move their match to a different time and/or day by making an official reschedule request within the Battlefy tournament website.
- 5.4.8 **Results.** All results and disputes must be sent to the 2018 Overwatch Open Division Season 2 administrators no later than the following Monday at 11:59AM PST.
- 5.4.8.1 Proof of results are required in case of a dispute. Screenshots and/or recorded video may be used as evidence in case of disputes.
- 5.4.8.2 Alert administrators before start-of-play for all roster and game settings disputes. Contacting administrators after a game has already been agreed upon and played by both teams may

result in staying as the game of record, regardless of correct or incorrect game settings, at the tournament administrators' discretion.

5.4.9 **Ranking.** Teams will be ranked based by the following, in order of highest-to-lowest priority:

5.4.9.1 **1) Number of match wins.**

Example: 6-4 teams are ranked higher than 5-5 teams.

5.4.9.2 **2) Opponents' Match Win Percentage (OMW%)**

A team's OMW% is the average match win percentage of each of their opponents at the end of the season.

- Byes do not count towards OMW%.

- Opponents with an OMW% of below 33% count as 33%.

- Teams that have an OMW% difference of 2.0% or less are considered to be tied.

Example: "Team Murlocs" plays a five-round Swiss tournament and goes 4-1 in their five matches. Their five opponents ended with records of 0-5, 2-3, 3-2, 3-2, and 4-1. Their OMW% is thus $(.33[\text{raised from } 0] + .4 + .6 + .6 + .8) / 5 = 54.6\%$. If "Team Charsi" also went 4-1 but had an OMW% of 48%, they would be ranked lower than "Team Murlocs." If "Team Kerrigan" went 4-1 and had an OMW% of 53%, they would be considered tied to "Team Charsi" since 53% and 54.6% are within 2% of each other, thus team ranking would continue below.

5.4.9.3 **3) Head-to-head.** If any team has defeated all other teams with equal match wins and OMW%, they are ranked higher.

5.4.9.4 **4) Number of map wins.** The team with the highest amount of map wins is ranked above teams with fewer map wins. Byes in matches count as 3 map wins.

5.4.9.5 **5) Tiebreaker.** If teams are tied in all the above, they will play a single-elimination tournament seeded based on OMW% on a date to-be-determined by tournament officials depending on region. If teams are tied in OMW%, they will be seeded randomly within the single-elimination tournament. Some teams may receive byes depending on the number of teams tied.

5.4.9.6 Tiebreaker matches will be played as a best-of-3 match on Temple of Anubis, Route 66, and Nepal, in that order.

5.5 Playoffs – Double Elimination

5.5.1 **Playoff Teams.** The top 16 teams from the regular season will advance to the playoffs of the 2018 Overwatch Open Division Season 2.

5.5.2 **Playoff Format.** Teams will be seeded into a double-elimination tournament based on their ranking. (See "Ranking" in Section 5.4.9 for more details.)

5.5.2.1 All non-finals matches will be played as a best-of-5 maps.

5.5.2.2 The finals match will be played as a best-of-7, with the winner's bracket finalist starting the series up 1 map to 0. The map rotation will be control / hybrid / escort / assault / control / hybrid. The map pool, including tiebreaker maps, will remain the same as the regular season.

5.5.3 **Duration.** The 2018 Overwatch Open Division Season 2 Playoffs will be played on May 26th-27th in most regions. See your region's Battlefy.com tournament page for final dates and times.

5.5.4 **Schedule.** Tournament administrators will provide match dates and times on each regional page on battlefy.com

6 Rules and Settings

6.1 Rule Enforcement

All rules are open to an administrator's interpretation and will have final say on any rulings. Rules may be changed by the administrators at any time.

6.2 **Scheduling Changes.** Blizzard Entertainment may, at its sole discretion, reorder the schedule of matches within a given day and/or change the date of a match to a different date or otherwise modify the schedule of matches. If the schedule is thus modified, Blizzard Entertainment will notify all teams at the earliest convenience.

6.3 **Delay of Match Start.** Players must start within 10 minutes of the assigned match time unless a dispute to an administrator has been made. Delays must be reported on the Battlefy match page. Significant delays beyond 10 minutes may result in penalties at the discretion of tournament administrators.

6.3.1 If a team has opened a support ticket to a tournament administrator, games should not start or continue until receiving confirmation from the tournament administrator to do so.

6.4 **Match Reporting.** Team Captains must report the results of the match, including map wins, on their Battlefy.com match page.

6.5 **Patch.** All matches will be played on the most up-to-date live server Overwatch patch.

6.6 Game Creation and Settings

6.6.1 Team Responsibilities

6.6.1.1 Map selection, host, and side selection rules are listed above in "Available Map Pool."

6.6.1.2 Team captains will be responsible for inviting the remaining members of their team.

6.6.1.3 Game lobbies for subsequent games in a match can be created by the team that lost the previous map if they choose.

6.6.2 Custom Match Settings

6.6.2.1 Presets: **Competitive**

6.6.2.2 Modes, All: **Kill Cam Disabled**

6.6.2.3 Modes, All: **Skins Disabled**

6.6.2.4 Modes, All: **Game Mode Start – Manual**

6.6.2.5 Lobby: **Max Spectators 0** (unless spectators have been permitted by both Team Captains in writing before start of play)

6.6.2.6 **"Invite Only"** must be selected within the Custom Game Lobby.

6.6.2.6.1 Failure for the hosting team to select "Invite Only" may result in forfeiture of map at the tournament administrators' discretion.

6.6.3 Server Host

6.6.3.1 Games must be played on a Game Server within the same region as the Open Division tournament region. For example, Open Division Europe matches must be played on Europe game servers.

6.6.3.2 Both teams can agree to play on another server if desired.

6.6.3.3 Teams are permitted to use the following instructions to help select Game Server location:

- 1) Create a Custom Lobby with the "Custom Match Settings" listed in 6.7.2.
- 2) Click "Start." The map will load and automatically connect to the server closest to the host.
- 3) Invite all other players to the game.
- 4) When both teams are ready, the host must select "Start Game Mode."

6.7 In-Game Rules

6.7.1 Pauses

- 6.7.1.1 Each team is allowed up to 5 minutes of pause time per map. (Control maps, e.g. Nepal, count as 1 map. Pause time is not reset between the various "stages.")
- 6.7.1.2 Pauses used to contact tournament administrators for disputes will not be counted against the 5-minute time bank.
- 6.7.1.3 After the 5 minutes are up, teams must forfeit or continue play, unless there is a dispute being sent to tournament administrators.

6.7.2 **Game Restart.** In case of a server crash or other unforeseen circumstances, a tournament administrator may assess a game restart, which will be communicated to each Team Captain. Examples may include, but are not limited to:

- 6.7.2.1 Incorrect game settings.
- 6.7.2.2 Server crash.

7 Spectators

7.1 Spectators are allowed in matches if both teams agree before the start of play.

7.1.1 Tournament staff and administrators are permitted to join and spectate at any time.

7.2 **Streaming.** Spectators may stream 2018 Overwatch Open Division Season 2 matches if they comply to the following requirements:

- 7.2.1 No broadcasting during any live Overwatch League broadcast.
- 7.2.2 No sponsors may be displayed on broadcast overlays.
- 7.2.3 Neither the spectator nor the operator of any website where the stream may be viewed can force a viewer to pay a "fee" to be able to view the stream in question. Viewers must be able to view the production for free.
- 7.2.4 2018 Overwatch Open Division Season 2 content must be limited to non-commercial purposes and must not be shown on linear TV without express and explicit permission from Blizzard.
- 7.2.5 Blizzard reserves the right to change or terminate this process completely or in part and Blizzard has the right to do so without notice or liability to the streamer/spectator.

8 Technical Issues

8.1 Teams are responsible for any of their own technical issues, including hardware, software, or internet issues. Matches are to be continued as normal if these issues arise. Pause time can be used, but no additional pause time for technical issues will be awarded.

9 Player Conduct

9.1 Competition Conduct

- 9.1.1 **Reporting Disruptive Behavior.** Players and teams are responsible for reporting any misconduct, unsportsmanlike behavior, cheating, or other disruptive behavior to the tournament administrators.
- 9.1.2 **Competitive Integrity.** Teams are expected to play at their best at all points during any Event game and will maintain behaviors consistent with the principles of good sportsmanship, honesty, and fair play. Unfair conduct includes but is not limited to Collusion, Hacking, Exploiting, Ringing, Intentional disconnection, or other cheating methods. Tournament administrators maintain the sole right in judgement for violations of these rules and standards of integrity for competitive play.
- 9.1.3 **Profanity and Hate Speech.** A player may not use language that is obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, players may not promote or incite hatred or discriminatory conduct during the Event.
- 9.1.4 **Disruptive Behavior.** Players may not take any action or perform any gesture directed at another player, event official, fan, or any other party or incite others to do the same which is abusive, insulting, mocking, or disruptive.
- 9.1.5 **Non-Compliance.** No Team Member may refuse or fail to apply the reasonable instructions or decisions of event officials.
- 9.1.6 **Subjection to Penalty.** Any person found to have engaged in any act which the tournament administrator believes breaks any of the rules in this document or does not align with the spirit of these rules, in the sole discretion of the tournament administrator, will be subject to penalty. The nature and extent of the penalties imposed will be in the sole discretion of the tournament administrators.
- 9.1.7 **Penalties.** The following are a list of penalties which may be incurred for any violation.
 - 9.1.7.1 Verbal Warning(s)
 - 9.1.7.2 Loss of Side Selection for Current or Future Game(s)
 - 9.1.7.3 Prize Forfeiture(s)
 - 9.1.7.4 Map Forfeiture(s)
 - 9.1.7.5 Match Forfeiture(s)
 - 9.1.7.6 Suspension(s)
 - 9.1.7.7 Disqualification(s)

10 Official Rules Updates

- 10.1 The field of professional esports competitions is still relatively new and changing rapidly, and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Blizzard (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Blizzard's authority, responsibility, obligations and consent rights as

expressed herein will be exercised in Blizzard's sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Open Division event in which the changed rules will apply. Participation in Open Division will constitute acceptance of the changed rules. Changes to Section 12 will be governed by the provisions in that section.

11 Limitations of Liability and General Release

- 11.1 As a condition to being allowed to participate in Open Division and to the greatest extent permitted by the applicable laws and regulations, each Participant 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 Open Division 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.
- 11.2 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 LEAGUE RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, 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 THE LEAGUE OFFICE, BLIZZARD OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.3 To the fullest extent permitted by applicable law, each Participant 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.
- 11.4 Participants acknowledge and agree that Blizzard are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

12 Resolution of Disputes

- 12.1 **Disputes Regarding Official Rules.** Blizzard has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of these Official Rules ("**Rules Dispute**").
- 12.2 **Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Blizzard may have against a Participant or that a Participant might have against Blizzard, and any dispute, claim or controversy arising out of or relating to Open Division 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 12.1 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 12.2 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 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).

12.3 Class Action and PAGA Waivers.

12.3.1 By agreeing to these Official Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Blizzard and the Participant individually.

12.3.2 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 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 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 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 12.3.1 and this Section 12.3.2 are referred to as the "**Class Action Waiver**".

12.3.3 By agreeing to these Official Rules, each Participant 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 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 or the League Office 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 12.3.3 are referred to as the "**PAGA Waiver**".

12.3.4 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.
- 12.3.5 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 12.3 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.
- 12.4 **Governing Law.**
- 12.4.1 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.
- 12.4.2 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.
- 12.4.3 In recognition of Open Division's status as a global league, 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.
- 12.4.4 Changes to this Section. Tournament Administration will provide 60 days' notice of any changes to this Section 12. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.