

**2017 HEROES OF THE STORM®**  
**HEROES GLOBAL CHAMPIONSHIP**  
**NORTH AMERICA LEAGUE**  
**PHASE 2**

**OFFICIAL COMPETITION RULES, TERMS AND CONDITIONS**

# TABLE OF CONTENTS

1.	INTRODUCTION .....	4
2.	HEROES GLOBAL CHAMPIONSHIP - NORTH AMERICA LEAGUE.....	4
2.1.	Acceptance of the Official Rules. ....	4
2.2.	Applicability of the Official Rules. ....	5
3.	PLAYER ELIGIBILITY REQUIREMENTS.....	5
3.1.	Regional Eligibility.....	5
3.2.	Residency Requirements.....	6
3.3.	Minimum Age Requirements.....	7
3.4.	Ineligible Players.....	8
4.	TEAM RULES AND REQUIREMENTS .....	8
4.1.	Participation in the North America League.....	8
4.2.	Active Roster.....	8
4.3.	Roster Locks. ....	9
4.4.	Roster Changes. ....	9
4.5.	Team Name and Player BattleTags.....	11
4.6.	Team Replacement.....	11
5.	STRUCTURE OF THE NORTH AMERICA LEAGUE .....	12
5.1.	League Date and Location. ....	12
5.2.	Qualification to the League.....	12
5.3.	League Format. ....	13
5.4.	Tournament Rules.....	15
5.5.	Prize Awards.....	21
6.	CONDUCT OF PLAYERS, COACHES AND MANAGERS.....	23
6.1.	Behavior.....	23
6.2.	Cheating.....	23
6.3.	Illegal and Unethical Conduct.....	24

6.4.	Anti-Harassment.....	24
6.5.	Gambling.....	24
6.6.	Alcohol and Drugs.....	25
6.7.	Non-Disparagement.....	25
6.8.	Interviews and the Media.....	26
6.9.	Restricted Sponsorships.....	26
6.10.	Disciplinary Action.....	27
7.	LIMITATIONS OF LIABILITY AND DISCLAIMERS.....	29
7.1.	Cap on Liability; No Punitive Damages.....	29
7.2.	Disclaimers.....	29
7.3.	Changes to Your Battle.net Account.....	30
8.	USE OF YOUR BRAND MATERIALS AND PERSONAL DATA.....	30
8.1.	License to Use Your Brand Materials.....	30
8.2.	Advertising Materials.....	31
8.3.	Ownership of Advertising Materials, Feedback, Stats and Suggestions.....	32
8.4.	Collection of Personal Data.....	32
9.	RESOLUTION OF DISPUTES.....	33
9.1.	Applicability.....	33
9.2.	Negotiations.....	33
9.3.	Binding Arbitration.....	33
9.4.	Arbitration Procedures.....	34
9.5.	Class and Collective Action Waiver.....	34
9.6.	Location of Arbitration.....	35
9.7.	Quebec residents.....	35
9.8.	Governing Law.....	36
10.	GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS.....	36
10.1.	Blizzard Copyrights and Trademarks.....	36

10.2. Changes to Heroes of the Storm.....36

10.3. Changes to these Official Rules .....37

10.4. No Employment Relationship.....37

10.5. Communications.....37

11. GLOSSARY.....38

# 1. INTRODUCTION

These 2017 Heroes Global Championship – North America League (“North America League”) Official Competition Rules, Terms and Conditions govern the grounds for and competitive play of Heroes of the Storm in the 2017 Heroes Global Championship – North America League.

These Official Rules establish the rules of tournament play, including rules governing player eligibility, tournament structure, active rosters, managers and team ownership, prize awards, sponsorships and the conduct of players and other Team Members. These Official Rules also contain limitations of liability, license grants and other legally binding contract terms. You are required to read and understand these Official Rules before you can participate in the North America League.

You must accept these Official Rules in order to participate as a player in the North America League, and you must abide by these Official Rules in order to remain eligible to play in the North America League and receive prizes. You must also accept these Official Rules in order to participate as a manager or owner of a Team that qualifies to play in the North America League, and you must abide by these Official Rules in order to remain eligible to manage or own a Team in the North America League. All of this is explained below.

# 2. HEROES GLOBAL CHAMPIONSHIP - NORTH AMERICA LEAGUE

## 2.1. Acceptance of the Official Rules.

- (a) If you are a player or team you must accept these rules by signing the applicable participation agreement attached at the end of these rules prior to participating in the first event. You also indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the North America League.
- (b) If you are under the age of majority (as described below), your parent or legal guardian must accept these Official Rules on your behalf.
- (c) If you (or your parent or legal guardian if you are a minor) do not accept these Official Rules, you may not participate in the North America League. If you are a player and you do not meet the player eligibility requirements in Section 3.0 below, you may not participate in the North America League.
- (d) Should your Team finish the North America League without being disqualified or penalized for a violation of the North America League Rules, your team will receive a prize of at least USD

\$50,000 and could win a prize of as much as USD \$70,000 depending upon where your Team finishes in the North America League – Phase 1. All prizes shall be paid within thirty (30) days of the end of the applicable events, so long as all appropriate forms have been submitted.

- (e) Teams who are separate entities, such as a corporation, LLC, etc., whose players qualify for the North America League must accept these rules by signing the Team participation agreement at the end of these rules.

## 2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of Heroes of the Storm during the North America League.
- (b) These Official Rules are in addition to the Battle.net® End User License Agreement applicable to your use of Battle.net, the Online Privacy Policy applicable to your use of Battle.net, and the other terms and conditions governing use of the Battle.net website. The current version of the End User License Agreement for US and Canadian Battle.net account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html> and the current version of the Online Privacy Policy for US and Canadian Battle.net account holders is found at <http://us.blizzard.com/en-us/company/about/privacy.html>. The current versions of the End User License Agreement and Online Privacy Policy applicable to other countries' Battle.net account holders can be found by going to the above websites and switching to the appropriate language at the bottom of that webpage.
- (c) There is a Glossary of terms at the back of these Official Rules that explains key terms in greater detail. The Glossary is an important part of these Official Rules.
- (d) If you or a member of your Team violates these Official Rules or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action and legal claims, as explained below.

## **3. PLAYER ELIGIBILITY REQUIREMENTS**

### 3.1. Regional Eligibility.

- (a) You may participate in the North America League as a player as long as you are a legal natural resident or transfer resident of the United States or Canada according to the Residency Requirements in Section 3.2.

- (b) In order to be eligible to participate in the North America League as a player, you must have authorized access to a full Battle.net account registered on Blizzard's Battle.net service. This full Battle.net account shall contain a full Heroes of the Storm license. Your account must be in good standing at the start of the North America League and remain in good standing throughout the North America League.
- (c) A Battle.net light account is not sufficient for participation in the North America League.
- (d) Your Battle.net Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (e) In order to be eligible to participate in the North America League as a player, you must be a natural person (*i.e.*, not a corporation, partnership or other legal entity) who is the same individual who registered the Battle.net Account, unless you are a minor using a Battle.net Account registered by your parent or legal guardian.

### 3.2. Residency Requirements.

- (a) If you want to participate in the North America League as a player you must provide Blizzard with proof that you are a legal natural resident or transfer resident (as described below) of one of the Eligible Countries identified in Section 3.1 above.
- (b) For the purposes of the North America League, a "natural resident" is a participant who either:
  - (i) has resided in an Eligible Country for at least six (6) consecutive months prior to the North America League's first match; or
  - (ii) has competed in the HGC North America League previously and has not competed in any matches in the HGC China, Europe, or Korea Leagues within six (6) months prior to the North America League's first match.
- (c) For the purposes of the North America League, a "transfer resident" is a participant who has not competed in any matches in the HGC China, Europe, or Korea Leagues within six (6) months prior to the North America League's first match. A transfer resident must reside in an Eligible Country while competing in the North America League.
- (d) In order to prove residency, you must provide Blizzard with a Battle.net Account for verification purposes, and the country of residence of your Battle.net Account must be one of the Eligible Countries set forth above. Your BattleTag must match the tag of your public persona and Blizzard must pre-approve your BattleTag before you can enter the North America League, and you are not eligible to change the approved BattleTag until the end of the HGC.

- (e) You will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence. Examples of acceptable and unacceptable identification are outlined below:

Photo ID Requirements	
Acceptable Forms of ID	Unacceptable Forms of ID
Government-issued driver's license	Expired identification
Military photo identification card	School photo identification card
Passport	Gym membership card
Health card with photo	Library card
Voter registration card with photo	Public transportation cards
National identity card with photo	Private ID cards

- (f) A non-citizen participant claiming residency status must submit a copy of his or her passport along with a valid visa for the applicable country for evaluation by Blizzard. The visa must be acquired no less than six months before the start of the North America League. Examples of acceptable identification for visa purposes are: professional athlete visas, work visas, and student visas. Examples of forms of identification that are not acceptable for visa purposes are: expired visas, working holiday visas and general tourist/visitor visas.
- (g) If you have any questions about the residency requirements, email [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com), and Blizzard can begin the verification process. Blizzard's decisions as to residency are final and binding.

### 3.3. Minimum Age Requirements.

- (a) You may participate in the North America League if you have reached the age of majority in your jurisdiction of residence before the applicable Qualifier.
- (b) If you are under the legal age of majority in your jurisdiction of residence, but over the age of 13 as of the commencement of the applicable Qualifier, you may still enter the North America League and participate as a player if you otherwise meet all of the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.



- (c) If you are a minor, in addition to your parents or legal guardians reading and accepting the rules, it is important to keep them informed of your participation in the North America League. Should you qualify for the North America League, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

3.4. Ineligible Players.

- (a) The directors, officers and employees of Blizzard, Entertainment, Inc., its affiliates, their parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family, such as mother, father, brothers, sisters, sons, daughters, stepchildren, and/or legal or common-law spouse, and household members of each are not eligible to participate in the North America League and/or to win any prizes.

## 4. TEAM RULES AND REQUIREMENTS

4.1. Participation in the North America League.

- (a) The North America League is a team-based competition. Teams are comprised of five (5) players, each of whom must be an Eligible Participant. None of the Team Members may be associated with more than one Team in the Heroes Global Championship.
- (b) Teams must elect one Team Manager either from within the roster of five (5) Eligible Participants who make up the Team or add a sixth (6th) member to the Team who will not be considered an Eligible Participant. The role of the Team Manager is to be the primary point of contact for the Team.
- (c) One person cannot be a Team Manager in two or more Teams simultaneously.
- (d) All HGC players, Team Managers, Team coaches, and Team owners shall not be affiliated in any way with a North America Open Division team. This rule applies at all times while a person's Team is associated with the Heroes Global Championship.

4.2. Active Roster.

- (a) The five Eligible Participants who are designated as starters to play for the Team in the North America League will be considered the “**Active Roster**” for the Team.

- (b) Only players who are on the Active Roster at the conclusion of the Team's final game of the Part will be eligible to receive prizes from Blizzard.
- (c) Any organization or business entity, including its affiliates, (e.g., Corporation, LLC, LLP, etc.) may only have one "**Active roster**" per region (North America, Europe, Korea, China, Latin America, Australia and New Zealand, South East Asia, Taiwan)

#### 4.3. Roster Requirements.

- (a) Teams may only consist of five (5) players and a Team manager.
- (b) Teams that qualify for the North America League will only be allowed to make changes to their Active Roster as set forth in section 4.5 below. .

#### 4.4. Roster Changes.

- (a) Teams may permanently replace up to two (2) players from their Active Roster for the North America League via the following process. All Active Roster changes must be submitted via email to [HGCAdministration@Blizzard.com](mailto:HGCAdministration@Blizzard.com), and are subject to Blizzard's approval.

- Part 1 – Roster release window: November 6 – 13, 2017
  - During this period, Teams or players must send documentation to Blizzard declaring their intent to release a player (in the case of a Team) or be released (in the case of a player) from a Team's Active Roster. Up to two (2) players may be released from a Team, or else such Team will lose its slot in the North America League.
  - Active Roster releases will not be recognized after November 20, 2017. Any attempt to release a player after November 20, 2017 will be penalized at Blizzard's sole discretion. Any player who opts to leave a Team of their own accord after November 20, 2017 will be barred from all competitive Heroes of the Storm play for a period of six (6) months thereafter.
- Part 2 – Roster acquisition window: November 14 – 21, 2017
  - During this period, Teams must send documentation to Blizzard declaring an intent to acquire a player. All acquired players must meet the eligibility

requirements set forth below. Up to two (2) players may be acquired by a Team during this process.

- Active Roster acquisitions will not be recognized after December 1, 2017. Any attempt to acquire a player after December 1, 2017 will be penalized at Blizzard's sole discretion..
- Acquired players must fulfil the player eligibility requirements specified in Section 3, above.
- Acquired players may be acquired from the North America Open Division.
- Part 3 – Roster approval and finalization: November 22 – 23, 2017
  - During this period, Blizzard will approve or reject all Active Roster changes in its sole discretion.
  - Blizzard may allow additional player replacements in extreme circumstances, as determinable in Blizzard's sole discretion.

(b) Teams are allowed to temporarily substitute a player from their Active Roster under the following restrictions:

- Teams can use a single substitute for any player in their Active Roster in two (2) separate weeks in each Regular Season (10 weeks).
  - Teams may use two (2) substitutes in a given week, but will no longer have the opportunity to use a substitute in a separate week.
- The substitute player must fulfil the Player Eligibility Requirements specified in Section 3, above.
- The substitute player may not be a member of any other North America League team, but may be a participant of the North America Open Division.
- The substitute player may not play for more than one team a week.
- Blizzard may allow additional substitutes in extreme circumstances.
- Blizzard will review, approve or reject any player substitution at its sole discretion.

4.5. Team Name and Player BattleTags.

- (a) Team name must be deemed appropriate by Blizzard. Blizzard reserves the right to ask Teams to change their name or to directly change Team names that are seen as unfit for the Tournament.
- (b) Player's BattleTags must be deemed appropriate by Blizzard. Blizzard reserves the right to ask Players to change their BattleTag or to directly change BattleTags that are seen as unfit for the Tournament. Blizzard may also insert Player's Team Name as a part of the Player's BattleTag to enhance the viewing experience for fans.

4.6. Team Replacement.

- (a) A team that disbands will be automatically disqualified from the North America League. The highest ranked Team in the North America Open Division will replace the disqualified team.
  - The highest rank refers to the most recent part of the open division that has played. If the Open Division Playoffs have not begun, then the point system used in the Open Division will be used to determine the replacement team. If the Open Division Playoffs have begun or concluded, then the winner of the Playoffs will be used to determine the replacement team.
  - The substitute team does not take the Match record from the disqualified team.
  - The record from the disqualified team will be wiped from the teams still participating in the North America League.
  - The substitute team matches played in the North America League will be considered as exhibition matches, their results won't appear in the record of other teams. The substitute team is still eligible for Playoffs, Crucible Match and any prize.
  - Depending on the circumstances Blizzard, at its sole discretion, may decide to overrule the Roster Restrictions.

4.7. Designated Tournament Account.

- (a) All players are required to submit a designated Battle.net Account owned by such player for use in North America League competition.

- (b) Designated Battle.net Account that remain in good standing will receive unlocked status (as defined below) during the North America League competition.
- (c) For the purposes of the North America League, “unlocked status” means a license to access all items available within the live client of the Game during the North America League competition.
- (d) Should any content be granted to an unlocked designated Battle.net Account that is not publicly available within the live client of the Game, players shall not use such content. Any use of such content shall be punishable at Blizzard’s discretion.

## **5. STRUCTURE OF THE NORTH AMERICA LEAGUE**

### 5.1. League Date and Location.

- (a) The eight teams that qualify for the North America League, as described below, will compete in the North America League from or about January 13, 2017 to or about November 7, 2017 subject to the limitations described in Section 5.0.
- (b) Blizzard will email the team’s captain that qualify to inform the teams of the dates and times of the matches to be played in the North America League. The team’s captain must then confirm to Blizzard the five players which will compete in the North America League are the same five players that qualified.
- (c) The North America League will be played online on the North American Battle.net server, the Public Test Realm server, and a new Tournament Realm server operated by Blizzard. Blizzard, at its sole discretion, will inform the teams which server they need to play on.

### 5.2. Qualification to the League.

- (a) The six (6) teams that placed the highest in the North America League Phase 1 standings will automatically advance to Phase 2 of the North American League.
- (b) The two (2) victorious teams from the Crucible held on May 27, 2017 and May 28, 2017 will advance to Phase 2 of the North American League.

- (c) In the event that one of the above Teams cannot compete in Phase 2 of the North American League, the highest-ranking team from the North America Open Division will take the place of such Team. This replacement Team must use the same player roster as was used in the Team’s most recent North America Open Division match.

5.3. League Format.

The North America League will be played in double robin format, each team will play each other team twice in two separate phases of the League. Regular Season and Playoff matches will be played in a best-of-five format.

(a) North America League – Phase 2

- Part 1 of Phase 2 begins in June and continues for five (5) weeks. During Part 1, Teams will compete against each other once, in round robin format. At the conclusion of the round robin, the top three (3) teams in the North America League standings will receive invites to the Western Clash. If two or more teams are tied, their rankings will be determined by the Tie Breaker Rules.
- Part 2 of Phase 2 starts after the Western Clash until the HGC Finals. Each team retains their record from Part One and plays each team once more, in round robin format. After five (5) weeks, each team will have played a total of fourteen (14) matches. If two (2) or more teams are tied, their rankings will be determined by the Tie Breaker Rules. Based on the North America League standings the following will happen:

Rank	Placement
1 <sup>st</sup>	Qualified for HGC Finals
2 <sup>nd</sup>	Qualified for HGC Finals
3 <sup>rd</sup>	HGC Finals Playoffs
4 <sup>th</sup>	HGC Finals Playoffs
5 <sup>th</sup>	HGC Finals Playoffs
6 <sup>th</sup>	HGC Finals Playoffs
7 <sup>th</sup>	Crucible Match
8 <sup>th</sup>	Crucible Match

(b) Tie Breaker Rules

- Teams with similar records in the North America League will be ranked per the chart below:

Priority	Decider
1	Match Record
2	Head-to-Head rating
3	Game record
4	Number of 3-0 Game wins in Regular Matches
5	Number of 3-1 Game wins in Regular Matches
6	Tie Breaker Match

- Below is a description of each metric for the chart above:
  - Match Record – Refers to the mathematical difference between Wins and Losses at the Match level. The team with the higher positive difference will advance.
  - Head-to-Head Rating – Refers to the mathematical difference between Wins and Losses between the teams at the Match level.
  - Game Record – Refers to the mathematical difference between Wins and Losses at the Game level. The team with the higher positive difference will advance.
  - Number of 3-0 and 3-1 Game wins in Regular Matches - refer to the summation of completions of Matches where a team accomplished a 3-0 or 3-1 victory.
  - Tie Breaker Match – refers to a Best of 5 Match to be held between teams if the 5 preceding rules do not sufficiently qualify one team for advancement over another.
- In the case of a three-way tie or more the priority list above will be evaluated until a winner is determined and then reset with the remaining teams as many times as necessary

(c) HGC Finals Playoffs

- The HGC Finals Playoffs will determine which team will claim the last spot to represent North America at the HGC Finals. Playoffs will be played in best-of-five series in a Stepladder format using the North America League Standings.

Schedule	Participants
Match 1	Team #5 vs Team #6
Match 2	Team #4 vs Winner of Match 1
Match 3	Team #3 vs Winner of Match 2

- The winner of Match 3 will qualify for the HGC Finals.
- HGC teams must play with their full roster for the entirety of each match that they play in the HGC Finals Playoffs. No substitutes may be voluntarily utilized. Emergencies may permit the use of a substitute in Blizzard’s sole discretion.
- Playoffs matches will be played on the Home Server, as determined by rule 6.4.b, of the higher seeded team in the match.

(d) Crucible Matches

- Crucible Matches will occur after the Regular Season of the North America League – Phase 2. The bottom two teams of the North America League will face the top two teams from the North America Open Division. The Crucible matches will be played in a best-of-seven series where the match-ups are determined by choice. The highest ranked team coming from the North America Open Division Playoffs can decide to either play against seventh or eighth ranked team from the North America League. The non-chosen team will play against the second ranked team from the North America Open Division.
- The winners of each Crucible Match will advance to the 2018 North America League – Phase 1. The teams that lose will not qualify for the 2018 North America League – Phase 1.
- HGC Teams and Open Division teams must play with their full roster for the entirety of the Best of 7. No substitutes may be voluntarily utilized. Emergencies may permit the use of a substitute in Blizzard’s sole discretion.
- Crucible matches will be played on the Home Server of the HGC Team in the Crucible, as determined by Section 5.4(b) below.

5.4. Tournament Rules.



- (a) In each Tournament match, two teams will compete against each other by playing Heroes of the Storm on the designated Battle.net server operated by Blizzard. Matches will be played in the “Custom” game mode and “Tournament Draft” lobby mode.
- (b) Hosting the lobby and server selection:
- Blizzard will host all HGC games and will invite competitors into the lobby.
  - At the beginning of each Phase, team captains are required to submit their server preference to Blizzard. Each team will be guaranteed a match on their preferred server vs each team each Phase.
  - Teams will be assigned the “Home” designation if they are the team who elected the server for the match.
- (c) Blizzard will select a pool of nine Battlegrounds for the Tournament prior to the commencement of the Tournament. The Battlegrounds pool can be changed at any time in Blizzard’s sole discretion.
- (d) Each match will begin with an initial Battleground selection process. In accordance with 5.4.c.c, the team designated as the “Home” team will start the process, and will begin by banning one battleground. The other team (“**Away**”) will then ban one battleground. The “Home” team will then select a battleground from the remaining (unbanned) battlegrounds.
- (e) Players will be able to select from any heroes that are available to them on their Battle.net accounts and that have been commercially released in the region of play for at least two weeks before the match, except that Blizzard, in its sole discretion, may restrict certain heroes from the North America League at any point during the North America League. Eligible Participants must have access to at least fourteen heroes in order to participate in the North America League.
- (f) Each game within a match will begin with a drafting process to determine which heroes each team will play. Each team will have 60 seconds per selection phase in which to ban and pick heroes. If a team runs out of time, its pick will be randomly selected or it’s ban will be missed. The team that began the battleground selection process (“Home”) will go second during the first game’s hero selection process, in the following sequence:

Hero Selection Sequence	
1.	Team B will ban one hero
2.	Team A will ban one hero
3.	Team B will choose one hero
4.	Team A will choose two heroes
5.	Team B will choose two heroes
6.	Team A will ban one hero
7.	Team B will ban one hero
8.	Team A will choose two heroes
9.	Team B will choose two heroes
10.	Team A will choose one hero

- (g) In the following games of a match, the losing team of the previous game will have the choice for Battlegrounds selection or first hero pick in the draft. Battlegrounds may not be repeated during a match. Teams are required to inform administration of their selection within 2 minutes of the previous game ending.
- (h) Blizzard, in its sole discretion, may require that a game or match be paused, suspended, replayed, or forfeited by a team in the event that one or more players lose their connections or the game is otherwise affected by abnormal technical or nontechnical issues, or based upon violations of the Specific Rules or otherwise unfair or unsportsmanlike conduct
- (i) Match setup
- Teams are required to check in 30 minutes prior to the first game of their match with the administration.
  - The initial Battleground selection process will begin 10 minutes prior to the start of the first game of the match.
  - If a team is not fully present 5 minutes after the start of a match they will be considered tardy and a penalty will be levied against them.
  - If a team is tardy a further 10 minutes after the first penalty they will be given an automatic forfeit of the match and additional penalties may be levied.
- (j) Pauses

- Teams may pause a total of 3 times per game. The amount of pause time must not exceed 10 minutes per game per team.
- Referees reserve the right to unpause a game at any time and to extend pause time at any time.
- Any team abusing pause will be punished. The abuse of pause will also result in a default loss in the ongoing match. Blizzard as its sole discretion may apply additional sanctions.

(k) Bugs & Exploits

- Any use of a known bug or exploit will result in the team using the bug or exploit being ineligible to any prize for the ongoing match. Any use of bug or exploit will result in a default loss. Blizzard as its sole discretion may apply additional sanctions.
- Known bugs and exploits are defined as anything made known previous to the game in question by the administrators or any report that is public on the official bug report forums, the Heroes of the Storm Subreddit (/r/heroesofthestorm) or any form of social media.

(l) Game Forfeitures

- If fewer than five Eligible Participants on a team's roster are present fifteen minutes after the scheduled match time, that team forfeits the match.
- Blizzard, in its sole discretion, may require that a game or match be paused, suspended, replayed, or forfeited by a team in the event that one or more players lose their connections or the game is otherwise affected by abnormal technical or nontechnical issues, or based upon violations of the Official Rules or otherwise unfair or unsportsmanlike conduct.

(m) Replays

- All players are required to retain their replays for at least 14 days after any Official Match has finished.
- Administrators will communicate directly with all persons who have their replays requested in order to obtain the replays in a method that is feasible for all parties.

(n) Voice Communication Channels

- All competitors must connect to and use the Blizzard appointed VoIP service during official HGC matches.
- Blizzard may record all communications and can use it in its sole discretion.
- Coaches are allowed in the VoIP service until after the drafting phase in which they must leave.
- If there are issues with the VoIP service, Blizzard will provide a backup.
- A Blizzard appointed admin must be in all official match channels.

(o) Prohibited In-Game Content

- Blizzard may prohibit the use of certain in-game cosmetic items during HGC competition, including but not limited to the prohibited items listed below. The list of prohibited items below is an exhaustive list as of May 1, 2017. Usage of any prohibited items may prompt a penalty according to the level of involvement and Blizzard's discretion. The list of prohibited items may be updated by Blizzard from time to time in the future according to Blizzard's sole discretion.
- Prohibited animated sprays:
  - Cheese
  - Ganymede
  - Hearts
  - Murkshimi
  - Pepe
  - Rainbow Unicorn
  - Skull & Bones
  - Thumbs Up

- Treasure Goblin
- Emoji Arthas
- Emoji Butcher
- Emoji Lunara
- Emoji Lr. Morales
- Emoji Sylvanas
- Emoji Tracer
- Emoji Tyrande
- Emoji Xul
- Emoji Zarya
- Emoji Zeratul
- Prohibited character skins:
  - Archangel Diablo
  - Twilight Archangel Diablo
  - Toxic Archangel Diablo
  - Cyberhawk Kael'thas
  - Sapphire Cyberhawk Kael'thas
  - Cyborghawk Kael'thas
  - Maraudin' Muradin
  - Raider Maraudin' Muradin
  - Dominion Maraudin' Muradin
  - Striker Li-Ming

- Scarlet Striker Li-Ming
- Canary Striker Li-Ming
- Prohibited character mounts:
  - Arthas Bat Form
  - Kerrigan Bat Transformation

5.5. Prize Awards.

- (a) The Teams in the North America League who are not otherwise penalized will earn the following prizes based on their success in each Part of the Regular Season Phase. There are two (2) Parts per Regular Season Phase:
- First Place Team - \$35,000
  - Second Place Team - \$27,500
  - Third Place Team - \$25,000
  - Fourth Place Team - \$25,000
  - Fifth Place Team - \$25,000
  - Sixth Place Team - \$25,000
  - Seventh Place Team - \$25,000
  - Eighth Place Team - \$25,000
- (b) If the team's performance in the Tournament entitles it to a cash prize award, Blizzard will pay each member of the team's final Active Roster twenty percent (20%) of the total prize amount, less any applicable taxes, unless the team's manager provides Blizzard with a written agreement, fully executed by all of the team's Active Roster players, that unambiguously allocates prize money in a different way. Any such agreement must be provided to Blizzard by the team's manager within five days of the date that the winners are announced.
- (c) Once a payment of prize money is made by Blizzard to a winning team, Blizzard will have no responsibility or liability for the allocation or distribution of such prize awards among the

various Team Members who may have contributed to the success of the team, or with respect to any person or entity claiming any part of such prize award. You agree to indemnify, defend and hold Blizzard and the other members of the Blizzard Group harmless from any such liability

- (d) Notwithstanding the foregoing, a player's share of their team's prize may be reduced if the player does not comply with the Player Conduct Rules described in Section 6.0 or otherwise violates any other term of these Official Rules. The penalties shall be:
- \$500 deduction per player for a minor violation of the Player Conduct or Official Rules;
  - \$1,500 deduction per player for a medium violation of the Player Conduct or Official Rules;
  - \$2,500 deduction per player for a major violation of the Player Conduct or Official Rules; and
  - Removal from the North America League for an egregious violation.
- (e) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the League.
- (f) National, state and local taxes, including VAT taxes, which are associated with the receipt or use of any prizes are the sole responsibility of the winner. All cash prizes will be paid in US dollars. Winners will be required to complete and submit to Blizzard all governmental and tax forms required to receive a cash prize, including an IRS form W-8 or W-9 and any other forms required by the country in which the player is a resident. Additional paperwork that Blizzard requests, including waivers, indemnities and releases, must be submitted to Blizzard before Blizzard will provide the winner with any prize. Prizes are not transferable.
- (g) No substitutions or exchanges (including for cash) of any non-cash prizes will be permitted, except that Blizzard reserves the right to substitute a prize of equal or greater value for any noncash prize.
- (h) All Eligible Participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (e.g., on a leader board) during the League does not entitle any Eligible Participant to a prize. In the event of a dispute as to the identity of any winner, Blizzard will resolve the dispute using the email addresses of Team Members used on the Battle.net Account.

- (i) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Specific Rules and an indemnity and release of liability. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit and related documents within seven days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.
- (j) Blizzard will post a list of winners at <http://heroesofthestorm.com/esports> no later than seven days after the end of each quarter. The list will remain available for six months on the website.

## **6. CONDUCT OF PLAYERS, COACHES AND MANAGERS**

### 6.1. Behavior.

- (a) All Team Members must at all times observe the highest standards of personal integrity and good sportsmanship. Team Members are required to behave in a professional and sportsmanlike manner in their interactions with other competitors, Qualifier organizers and members of the administration team, the media, sponsors and fans.
- (b) Team Members may not use obscene gestures or profanity in their BattleTags, player handles, game chat, lobby chat or live interviews. This rule applies to English and all other languages in use in the North America League and includes abbreviations and/or obscure references.
- (c) Team Members are expected to settle their differences in a respectful manner and without resort to violence, threats, or physical or non-physical intimidation. Violence is never permitted at any facility that is owned by or leased to Blizzard or a tournament organizer, or against any competitor or administrator.

### 6.2. Cheating.

- (a) Players must compete to the best of their ability at all times. Any form of cheating by any Team Member will not be tolerated. All Team Members are prohibited from influencing or manipulating a North America League game or match so that the outcome is determined by anything other than its merits. Blizzard may install software on computers used in North America League events that is specially designed to detect cheating. Examples of cheating would include:



- Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or match;
  - Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means; and
  - Tampering with the entry process or the operation of the North America League;
  - Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in Heroes of the Storm or any other Blizzard game.
- (b) If someone asks you to bet on any North America League game or “fix” the outcome of a game, you must immediately report this contact to Blizzard using the following email address: [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com).

6.3. Illegal and Unethical Conduct.

- (a) Team Members are required to observe all laws applicable to their participation in the North America League, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the North America League.
- (b) A Team Member may not, during the North America League, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Blizzard, Heroes of the Storm or any of the other products, services or sponsors of Blizzard.

6.4. Anti-Harassment.

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

6.5. Gambling.

- (a) Gambling on the outcome of North America League games or matches can pose a serious threat to the integrity of Blizzard esports and public confidence in the North America League. Team Members are not allowed to place, or attempt to place, bets on any games or matches involving competitive play of a Blizzard title, including Heroes of the Storm.
- (b) This rule also prohibits Team Members from participating in anyone else's betting activities, asking anyone to place bets on North America League games or matches on a Team Member's behalf, or encouraging anyone else to bet on Crucible, Playoff, or Regular Play or matches.

6.6. Alcohol and Drugs.

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

6.7. Non-Disparagement.

- (a) Team Members always have the right to express their opinions in a professional and sportsmanlike manner. Disputes or player violation reports must be reviewed by the organizer and Blizzard before any information is released publicly.
- (b) Team Members may not at any time make, post, publish or communicate to any person or entity or in any public forum any false, defamatory, libelous, slanderous or disparaging remarks, comments or statements concerning Blizzard, its parent and any of their respective affiliate companies and subsidiaries or Heroes of the Storm or any other Blizzard title.

- (c) This Section does not, in any way, restrict or impede a Team Member from complying with any applicable law or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law or order.

6.8. Interviews and the Media.

- (a) Team Members must be polite to spectators and media.
- (b) Team Members must participate in official interviews and media days arranged by Blizzard.

6.9. Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the HGC, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any Team Member participating in the North America League and/or Crucible and/or Playoff Events:
- Pornography (or materials that Blizzard, in its sole discretion, determines are the equivalent of pornography);
  - Alcohol;
  - Tobacco or cigarettes, including vaping products;
  - Firearms;
  - Gambling, including websites that offer gambling;
  - Any person or entity that offers products or services that Blizzard determines are detrimental to Heroes of the Storm, the North America League or Blizzard's business or that give one player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.
- (c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the North America League and Heroes of the Storm. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Team Members participating in

the North America League and/or Crucible and/or Playoffs Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.10. Disciplinary Action.

(a) In order to preserve the integrity of the North America League and Blizzard's reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. You agree to cooperate with Blizzard in any such investigation.

(b) If Blizzard determines that a Team Member has been cheating or has otherwise violated these Official Rules, the Team Member may be immediately disqualified and removed from the North America League. In addition, Blizzard may, in its sole discretion:

- Issue a warning to the Team Member and/or his or her Team and publish that warning on Heroes of the Storm sites;
- Disqualify the Team Member and/or his or her Team from participating in any future Heroes of the Storm tournaments or events;
- Revoke all or any part of the points and prizes previously awarded to the Team Member or his or her Team;
- Terminate all licenses granted to the Team Member for Blizzard titles, including Heroes of the Storm; and/or
- Terminate all Battle.net accounts that are held by the Team Member.

(c) Penalties

- Tardiness to a League game (player or team)
  - (1) 1<sup>st</sup> offense – in game punishment
    - (a) Opponent chooses if they want 1<sup>st</sup> pick or map pick
      - (i) If this offense is applied on game 1 of a match this will apply to game 2.
  - (2) 2<sup>nd</sup> offense – in game punishment + minor violation
    - (a) Opponent chooses if they want 1<sup>st</sup> pick or map pick

- (i) If this offense is applied on game 1 of a match this will apply to game 2.
- (b) Tardy team loses a map ban and 1<sup>st</sup> hero ban
- (3) 3<sup>rd</sup> offense – automatic loss + major violation
- (4) 4<sup>th</sup> offense – Removal from League
- Attempts at exploitation (Player or team)
  - (1) 1<sup>st</sup> offense – automatic loss + major violation
  - (2) 2<sup>nd</sup> offense – Removal from League
- Cheating or Matchfixing
  - (1) 1<sup>st</sup> offense – Removal from League
- Talking about things under NDA or general League centric knowledge to outside parties (Player specific)
  - (1) 1<sup>st</sup> offense major violation (Automatic forfeit of playoff spot if in playoffs)
  - (2) 2<sup>nd</sup> offense – Removal from League
- Player conduct
  - (1) 1<sup>st</sup> offense – minor violation
  - (2) 2<sup>nd</sup> offense – medium violation
  - (3) 3<sup>rd</sup> offense – major violation
  - (4) 4<sup>th</sup> offense – Removal from League
- (d) Blizzard’s determination as to the appropriate disciplinary action will be final and binding. Blizzard may issue warnings instead of a violation or increase the level of offense due to the severity of the violation.
- (e) If a Team (or enough members for a Team to be disbanded) is disqualified from the North America League by Blizzard, either before or after the North America League has started, then Blizzard will have the option to replace the disqualified Team according to [Section 4.6](#).
- (f) The failure by a Team Member (or his or her parent or legal guardian if a minor) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Office Rules.

## 7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

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

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

### 7.2. Disclaimers.

- (a) You agree that Blizzard and the other members of the Blizzard Group are not responsible for:
  - Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
  - Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;

- Any Regular Play, Crucible, or Playoffs disruptions, injuries, losses or damages caused by events beyond the control of Blizzard (although Blizzard will take reasonable precautions to ensure reasonable safety); or
  - Any printing or typographical errors in any materials associated with the North America League or Crucible or Playoffs Events.
- (b) All prizes are awarded “**AS IS**” and **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED** (including any implied warranty of merchantability or fitness for a particular purpose).

7.3. Changes to Your Battle.net Account.

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

## 8. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

8.1. License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as a member of an elite Team and help you develop your personal brand. To do that, Blizzard needs a license to use your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory (“**Your Brand Materials**”). Blizzard also wants to use Your Brand Materials to promote Blizzard, Heroes of the Storm and our other products and services, and you agree that Blizzard may do that.
- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming

(including via internet transmission and wireless networks) of all or any part of the North America League (including any scrimmages, games, matches or other competitions that are part of the North America League) or any Crucible or any Playoffs Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including Heroes of the Storm and the North America League.

8.2. Advertising Materials.

- (a) The grant of rights and licenses in Section 8.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicensees) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
- Websites of Blizzard and its streaming and broadcast partners;
  - Social media postings;
  - Print and online advertising and content;
  - Network, cable and local television and radio;
  - Newspaper and magazine advertising and content;
  - Online advertising and content, including banners, leaderboards and skyscrapers;
  - Outdoor and indoor billboards, posters, signs and displays;
  - Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
  - Press releases, newsletters and e-alerts; and
  - Hats, shirts and other apparel and gaming gear and peripherals.
- (b) You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.



- (c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.

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

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

8.4. Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate the North America League at the time that you registered your Battle.net Account, and without limiting Blizzard's rights under its Online Privacy Policies, Blizzard will use such information to contact you for matters and events related to the operation of the North America League.

- (b) Blizzard will collect, store and use information collected in connection with the North America League and Crucible or Playoffs Events (including information collected at live events) in accordance with Blizzard's Online Privacy Policy.
- (c) By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

## 9. RESOLUTION OF DISPUTES

### 9.1. Applicability.

- (a) This Section 9 applies to and governs any Dispute that arises out of or relates to the North America League, a Crucible or Playoffs Event or these Official Rules, or the breach thereof.

### 9.2. Negotiations.

- (a) In an effort to accelerate resolution and reduce the cost of any Dispute, you and Blizzard agree to first attempt to negotiate a resolution of any Dispute informally for at least thirty (30) days before either party initiates any arbitration or court proceeding, unless one or more of the exceptions to negotiations and arbitration in Section 10.6 below apply.
- (b) Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your Battle.net Account.
- (c) You will send your notice to Blizzard at Blizzard Entertainment, Inc., One Blizzard Way, Irvine, CA 92618, Attn.: General Counsel.

### 9.3. Binding Arbitration.

- (a) If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively resolved by binding arbitration, unless one or more of the exceptions to negotiations and arbitration in Section 9.6 below apply. Any election to arbitrate by one party shall be final and binding on the other. The foregoing may not apply to citizens of certain Canadian provinces, and in such cases, you may not be forced to arbitrate a dispute.

- (b) YOU SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND BLIZZARD EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.
- (c) The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>). If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator has authority to decide all issues of arbitrability, including where a party raises as a defense to arbitration that the claims in question are subject to one or more exceptions to negotiations and arbitration in Section 9.6 below.
- (d) Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or Blizzard can request the stay be lifted upon a showing of prejudice. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

9.4. Arbitration Procedures.

- (a) The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The decision of the arbitrator shall be final and binding on you and Blizzard, and any award of the arbitrator may be entered in any court of competent jurisdiction.
- (b) THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation. The parties understand that the right to discovery may be more limited in arbitration than in court.

9.5. Class and Collective Action Waiver.

- (a) You and Blizzard agree that any arbitration or court proceeding shall be limited to the Dispute between Blizzard and you individually.

- (b) You acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between you and Blizzard; (ii) there is no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) you will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or any dispute brought in court. Any Dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section 9.0.
- (c) If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then void, and any ongoing or future Dispute will be submitted to a court of competent jurisdiction within the County of Orange, State of California, United States of America, to the exclusion of arbitration. Any Dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.
- (d) Under no circumstances do you or Blizzard agree to class or collective procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings.

9.6. Location of Arbitration.

- (a) If you are a resident of the United States, any arbitration will take place in your county of residence, to the exclusion of all other venues.
- (b) For residents outside the United States, any arbitration shall be initiated in the County of Los Angeles, State of California, United States of America.
- (c) Any Dispute not subject to arbitration shall be decided by solely a court of competent jurisdiction within the County of Orange, State of California, United States of America, and you and Blizzard agree to submit to the personal jurisdiction of that court.
- (d) You and Blizzard agree that the following Disputes are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Dispute seeking to enforce or protect, or concerning the validity of, any of Blizzard's intellectual property rights; (ii) any Dispute related to, or arising from, claims that the other party has committed piracy or tortious interference; and (iii) any claim within the jurisdictional limits of the small claims courts.

9.7. Quebec residents.

- (a) Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

9.8. Governing Law.

- (a) All Disputes shall be governed by and construed under the laws of the United States of America and the law of the State of Delaware, without regard to choice of law principles, provided that Blizzard shall have the right to disqualify any Team Members that are rendered ineligible due to local law.
- (b) Players agree to be bound by these Official Rules and by the decisions of Blizzard with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

## 10. GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS

10.1. Blizzard Copyrights and Trademarks.

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

10.2. Changes to Heroes of the Storm.

- (a) Blizzard reserves the right to patch, update or improve Heroes of the Storm at any time to fix bugs, change balance or add features or functionality as deemed appropriate by Blizzard, in its sole discretion, without suspending or canceling the North America League.
- (b) You agree that Blizzard will not be liable to you for any changes to Heroes of the Storm or these Official Rules.

10.3. Changes to these Official Rules.

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

10.4. No Employment Relationship.

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

10.5. Communications.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Official Rules, as applicable, the English version shall prevail, govern and control.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Battle.net Account.
- (c) If you have any questions or comments about these Official Rules or the North America League, please email them to [HGCAdministration@blizzard.com](mailto:HGCAdministration@blizzard.com) or send written questions to: **2017 Heroes Global North America League c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.**

## 11. GLOSSARY

“**Active Roster**” means the five Eligible Participants who are designated as starters to play for a Team in the North America League.

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

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

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

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

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

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

“**Eligible Country**” means the following countries: United States and Canada.

**“Eligible Participant”** mean a player who can demonstrate that he or she meets all of the eligibility requirements in Section 3.0 of these Official Rules and is not ineligible to participate in the North America League under Section 3.4 or Section 6.10.

**“End User License Agreement”** means the Battle.net® End User License Agreement applicable to your use of Battle.net. The current version of the End User License Agreement for America Battle.net account holders is found at <http://us.blizzard.com/en-us/company/legal/eula.html>.

**“Group of Six”** means, for each Team, the Team’s five Active Roster players, plus it’s Team Manager.

**“HGC”** means the short form of Heroes Global Championship, the format of official competition for the 2017 year in Heroes of the Storm.

**“North America League”** means all of the tournaments together that make up the Heroes North America League.

**“HGC Player Summit”** means an informational event held at Blizzard’s Irvine, California offices for all of the players who advance past the North America League to the North America League to better acquaint them with the North America League’s operations, policies and procedures.

**“Official Rules”** means the 2017 Heroes of the Storm – North America League Official Competition Rules, Terms and Conditions (*i.e.*, the rules, terms and conditions as set forth this document).

**“Online Privacy Policy”** means the Online Privacy Policy applicable to your use of Battle.net. The current version of the Online Privacy Policy for America Battle.net account holders is found at <http://us.blizzard.com/en-us/company/about/privacy.html>.

**“Phase”** means one of the two periods of the year that comprise the HGC in 2017. Each Phase is further divided into two parts. Teams will retain their record for the entirety of a Phase. Records will reset after invites have been accepted and the crucibles have been completed. See Section 5.0 for more detail.

**“Regular Season”** is the combination of ten weeks (two parts of five weeks) of round robin play that occurs within a phase of the North America League.

**“Team”** means a group of five (5) Eligible Participants who compete together in the North America League.



**“Team Logo”** means the Team’s name and logo and any other trade name, trademark, service mark or symbol used to brand or market the Team in any country in the world, and any abbreviation, translation, contraction or simulation thereof, whether registered or unregistered.

**“Team Member”** means (a) the five starting players on the Active Roster of the Team; and (b) the Team’s manager.

**“Team Representative”** means an individual with authority to make legally binding decisions (a) on behalf of the Team, and (b) in connection with the Team Logo. In those cases where a Team is a separately chartered or incorporated entity, the Team Representative may be an officer, managing director or managing partner of such entity with authority to make legally binding decisions on behalf of the Team and its owners. The Team Representative may be the Team Manager.

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

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

**“You”** means the player (starter or substitute), coach, manager, owner or other Team Member who seeks to participate in the North America League or a Qualifier Event.

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

\* \* \*

**PLAYER PARTICIPATION AGREEMENT AND ACCEPTANCE FORM**

**Instructions:** The Heroes North America League Official Rules, Terms and Conditions, including any updates or amendments thereto (“**Official Rules**”), govern the conduct of players, coaches, and managers of each team in the Heroes North America League. You must accept the Official Rules in order to participate as a player, coach, or manager in the Heroes North America League, and you must abide by the Official Rules in order to remain eligible to participate in the Heroes North America League. You can accept the Official Rules by checking the “Accept” boxes below and by signing this Team Member Certificate and Acceptance Form (“**Team Member Form**”). If you check “Decline” on any of the boxes below, or if you don’t check either “Accept” or “Decline,” then you will not be permitted to participate in the Heroes North America League.

<b>Player Information:</b>		
<b>Last Name:</b>	<b>First Name:</b>	
<b>Email Address (used on your Battle.net Account):</b>	<b>Date of Birth:</b>	<b>Age:</b>
<b>Citizenship:</b>	<input type="checkbox"/> <b>I would like to have any prizes I win paid to my Team.</b> <b>If you do not choose this option payments will be made to you.</b>	

<b>Acceptance of the Official Rules:</b>	
<p>I hereby acknowledge receipt of, or access to, the Official Rules. I understand that my compliance with the Official Rules is a condition of my participation as a player, coach, or manager of a team in the Heroes North America League. I acknowledge that Blizzard Entertainment, Inc. reserves the right to impose discipline for any conduct that violates the Official Rules, including public reprimands, fines, suspensions, debarment and/or disqualifications. I have carefully read and I understand the Official Rules. I understand and support the standards set forth in the Official Rules, and I will act in accordance with them.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>

<b>License to Use Name and Likeness:</b>	
<p>I hereby grant to Blizzard Entertainment, Inc. a sublicensable, royalty-free, fully paid-up, worldwide, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use my name, nickname, tag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory, and create derivative works thereof, in any and all present and future media, on or in connection with (a) any group licensing or other agreements with third parties that are negotiated by Blizzard Entertainment, Inc., (b) the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any Tournament game, match or other event (whether in full or in part and whether on a live or delayed basis and whether of all or any part of such Tournament game, match or other event); (c) activities related to the advertising, marketing and promotion of the Heroes North America League, Blizzard Entertainment and <i>Heroes of the Storm</i>; and/or (d) the distribution, advertising, promotion and sale of the products and services of Blizzard Entertainment, including skins and other in-game or digital merchandise.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>

<b>Limitations of Liability:</b>	
<p>I agree that the liability of Blizzard Entertainment, Inc., and their respective affiliate companies to me for all harm, damages, injury or loss shall be limited to my direct damages not to exceed US \$500.00, and this shall be my only remedy regardless of what legal theory is used to determine that Blizzard Entertainment, Inc., or any of their respective affiliate companies was liable for the harm, damages, injury or loss. Multiple claims will not expand this limitation. I further agree to the other disclaimers and limitations of liability in Section 6 of the Official Rules.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>

<b>Other Terms and Conditions:</b>	
<p>This Team Member Form shall be governed by the laws of the State of Delaware, USA, without regard to choice of law principles. This Team Member Form shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives. Any dispute with or claim against Blizzard Entertainment, Inc., or any of its respective affiliate companies arising out of or based on this Team Member Form or your participation in the Heroes North America League shall be governed by Section 8 of the Official Rules. If any provision of this Team Member Form is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. In entering into this Team Member Form you are not relying on any oral or written statements or representations made by any person with respect to the Heroes North America League. This Team Member Form is in addition to, and not in lieu of, the Official Rules and may not be amended except by a written amendment signed by Blizzard Entertainment, Inc.. In the event of a conflict between the Official Rules and this Team Member Form, the Official Rules shall govern and control.</p>	
<b>Signature of Team Member:</b> X	<b>Date Signed:</b>

## TEAM PARTICIPATION AGREEMENT AND ACCEPTANCE FORM

**Instructions:** The Heroes North America League Official Rules, Terms and Conditions, including any updates or amendments thereto (“Official Rules”), govern the conduct, rights and responsibilities of each team in the Heroes North America League. Each team must accept the Official Rules in order to participate in the Heroes North America League, and each team must abide by the Official Rules in order to remain eligible to participate in the Heroes North America League. You can accept the Official Rules by checking the “Accept” boxes below and by signing this Team Certificate and Acceptance Form (“Team Form”). If you check “Decline” on any of the boxes below, or if you don’t check either “Accept” or “Decline,” then you will not be permitted to participate in the Heroes North America League.

<b>Team Information:</b>	
<b>Team Name:</b>	<b>Team Owner:</b>
<b>Address:</b>	<b>Team Owner email address:</b>
	<b>Team Owner phone number:</b>
<b>Acceptance of the Official Rules:</b>	
<p>The Team hereby acknowledge receipt of, or access to, the Official Rules. The Team understands that the Team’s compliance with the Official Rules is a condition of the Team’s participation in the Heroes North America League. I acknowledge that Blizzard Entertainment, Inc. reserves the right to impose discipline for any conduct that violates the Official Rules, including public reprimands, fines, suspensions, debarment and/or disqualifications. I have carefully read and I, on behalf of the Team, understand the Official Rules. I, on behalf of the Team, understand and support the standards set forth in the Official Rules, and the Team will act in accordance with them.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>
<b>License to Use Name and Trademarks:</b>	
<p>The Team hereby grants to Blizzard Entertainment, Inc. a sublicensable, royalty-free, fully paid-up, worldwide, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use the Team’s and the Team’s players’ name, nickname, tag, logo, initials, likeness, image, photographs, animations, autographs, voices, public personas, biographical information and backstory, and create derivative works thereof, in any and all present and future media, on or in connection with (a) any group licensing or other agreements with third parties that are negotiated by Blizzard Entertainment, Inc., (b) the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any Tournament game, match or other event (whether in full or in part and whether on a live or delayed basis and whether of all or any part of such Tournament game, match or other event); (c) activities related to the advertising, marketing and promotion of the Heroes North America League, Blizzard Entertainment and Heroes of the Storm; and/or (d) the distribution, advertising, promotion and sale of the products and services of Blizzard Entertainment, including skins and other in-game or digital merchandise.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>
<b>Limitations of Liability:</b>	
<p>The Team agrees that the liability of Blizzard Entertainment, Inc., and their respective affiliate companies to the Team for all harm, damages, injury or loss related to or arising out of the Tournament, including but not limited to any dispute between the Team and its players, shall be limited to the Team’s direct damages not to exceed US \$500.00, and this shall be the Team’s only remedy regardless of what legal theory is used to determine that Blizzard Entertainment, Inc., or any of their respective affiliate companies was liable for the harm, damages, injury or loss. Multiple claims will not expand this limitation. The Team further agrees to the other disclaimers and limitations of liability in Section 6 of the Official Rules.</p>	
<input type="checkbox"/> <b>Accept</b>	<input type="checkbox"/> <b>Decline</b>
<b>Other Terms and Conditions:</b>	
<p>This Team Form shall be governed by the laws of the State of Delaware, USA, without regard to choice of law principles. This Team Form shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives. Any dispute with or claim against Blizzard Entertainment, Inc., or any of its respective affiliate companies arising out of or based on this Team Form or your participation in the Heroes North America League shall be governed by Section 9 of the Official Rules. If any provision of this Team Form is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. In entering into this Team Form you are not relying on any oral or written statements or representations made by any person with respect to the Heroes North America League. This Team Form is in addition to, and not in lieu of, the Official Rules and may not be amended except by a written amendment signed by Blizzard Entertainment, Inc.. In the event of a conflict between the Official Rules and this Team Form, the Official Rules shall govern and control.</p>	
<b>Signature of Authorized Representative:</b>	<b>Date Signed:</b>
<b>Name of Authorized Representative:</b>	<b>Title of Authorized Representative:</b>

