



**2016 HEARTHSTONE® AMERICAS CHAMPIONSHIP TOUR  
OFFICIAL COMPETITION RULES, TERMS AND CONDITIONS**

# TABLE OF CONTENTS

1.	INTRODUCTION.....	1
2.	AMERICAS CHAMPIONSHIP TOUR.....	1
	2.1. Acceptance of the Official Rules. ....	1
	2.2. Applicability of the Official Rules. ....	1
3.	PLAYER ELIGIBILITY REQUIREMENTS.....	2
	3.1. Regional Eligibility. ....	2
	3.2. Residency Requirements. ....	2
	3.3. Minimum Age Requirements. ....	3
	3.4. Ineligible Players.....	3
4.	TOUR QUALIFICATION EVENTS.....	4
	4.1. Tour Period.....	4
	4.2. Fireside Gathering Tournaments.....	4
	4.3. Hearthstone Championship Tour Rank.....	4
	4.4. Ranked Play.....	5
	4.5. Hearthstone Cup Tournaments. ....	6
	4.6. Hearthstone Major Tournaments.....	6
	4.7. Fireside Gathering Tournaments.....	7
	4.8. Hearthstone Season Championship Tournaments.....	7
	4.9. Hearthstone World Championship Finals. ....	8
	4.10. Qualification for the Last Call Tournament. ....	8
5.	TOURNAMENT STRUCTURE.....	8
	5.1. Tournament Rules; Game Forfeitures.....	8
	5.2. Season Championship Tournaments Generally. ....	9
	5.3. Winter Season Championship Tournament. ....	9
	5.4. Spring Championship Tournament.....	11
	5.5. Summer Championship Tournament.....	13

5.6.	Last Call Tournament.....	14
5.7.	Prize Awards.....	14
5.8.	Travel and Expenses.....	15
6.	PLAYER CONDUCT.....	16
6.1.	Behavior.....	16
6.2.	Cheating.....	16
6.3.	Illegal and Unethical Conduct.....	17
6.4.	Anti-Harassment.....	17
6.5.	Gambling.....	17
6.6.	Alcohol and Drugs.....	18
6.7.	Non-Disparagement.....	18
6.8.	Interviews and the Media.....	18
6.9.	Software and Hardware.....	19
6.10.	Restricted Sponsorships.....	19
6.11.	Disciplinary Action.....	20
7.	LIMITATIONS OF LIABILITY AND DISCLAIMERS.....	20
7.1.	Cap on Liability; No Punitive Damages.....	20
7.2.	Disclaimers.....	21
7.3.	Changes to Your Battle.net Account.....	22
8.	USE OF YOUR BRAND MATERIALS AND PERSONAL DATA.....	22
8.1.	License to Use Your Brand Materials.....	22
8.2.	Advertising Materials.....	22
8.3.	Ownership of Advertising Materials, Feedback, Stats and Suggestions.....	23
8.4.	Collection of Personal Data.....	24
9.	RESOLUTION OF DISPUTES.....	25
9.1.	Applicability.....	25
9.2.	Negotiations.....	25

9.3.	Binding Arbitration. ....	25
9.4.	Arbitration Procedures.....	26
9.5.	Class and Collective Action Waiver.....	26
9.6.	Location of Arbitration. ....	27
9.7.	Governing Law. ....	27
10.	GENERAL (BUT IMPORTANT) TERMS AND CONDITIONS.....	28
10.1.	Blizzard Copyrights and Trademarks. ....	28
10.2.	Changes to Hearthstone. ....	28
10.3.	Changes to these Official Rules. ....	28
10.4.	No Employment Relationship.....	29
10.5.	Communications. ....	29
11.	GLOSSARY .....	30

# 1. INTRODUCTION

These 2016 Hearthstone Americas Championship Tour Official Competition Rules, Term and Conditions govern qualification for and competitive play of Hearthstone in the 2016 Hearthstone Americas Championship Tour.

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

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

# 2. AMERICAS CHAMPIONSHIP TOUR

## 2.1. Acceptance of the Official Rules.

- (a) You may accept these rules by signing or accepting a Player Participation Form, either in print or online. You also indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the Tour.
- (b) If you are under the age of majority (as described below), your parent or legal guardian may accept these Official Rules on your behalf.
- (c) If you (or your parent or legal guardian) do not accept these Official Rules or you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Tour.

## 2.2. Applicability of the Official Rules.

- (a) These Official Rules govern competitive play of Hearthstone in the 2016 Hearthstone Americas Championship Tour. Other rules apply to competitions taking place in the Asia-Pacific region, in Europe, in China and at the World Championship level.
- (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>.

- (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 violate these Official Rules or the Website Terms, you may be subject to game forfeitures, prize forfeitures, disciplinary action and legal claims, as explained below.

### 3. PLAYER ELIGIBILITY REQUIREMENTS

#### 3.1. Regional Eligibility.

- (a) You may participate in the Tour if, as of December 5, 2015, you are a legal resident of one of the following countries: United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela.
- (b) In order to be eligible to participate in the Tour, you must have authorized access to a full Battle.net account registered on Blizzard's America Battle.net service. Your account must be in good standing at the start of the Tour and remain in good standing throughout the Tour. A Battle.net light account is not sufficient for participation in the Tour.
- (c) Your Battle.net Account must include a valid email address. Blizzard reserves the right to verify the email address that you provide.
- (d) In order to be eligible to participate in the Tour, 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 Tour you must provide Blizzard with proof that you are either a citizen or a legal resident of a country in the Americas region whose residents are eligible to participate in the Tour.

- (b) 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 in the Americas region 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 Tour.
- (c) You are required to play all Tour matches from the country in the Americas region listed on your Battle.net Account during the Tour, except for live events arranged by or for Blizzard. Blizzard may check IP connections at its sole discretion to determine geographical location.
- (d) If you travel outside of your country of residence during the Tour Period, then you must notify Blizzard in advance unless the travel is for purposes of participating in either the preliminaries, or finals, for one of the Season Championship Tournaments.
- (e) You will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence. A valid photo ID could include a government-issued driver's license, military photo identification card or passport. If you have any questions about the residency requirements, email [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com), and Blizzard can begin the verification process. Blizzard's decisions as to residency are final and binding.

### 3.3. Minimum Age Requirements.

- (a) You may participate in the Tour if you have reached the age of majority in your country of residence as of December 5, 2015.
- (b) If you are under the legal age of majority in your country of residence, but over the age of 13 as of December 5, 2015, you may still enter the Tour 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) 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 Tour. Should you qualify for Tour events, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

### 3.4. Ineligible Players.

- (a) The directors, officers and employees of Blizzard, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family and household members of each are not eligible to win any prizes.

## 4. TOUR QUALIFICATION EVENTS

### 4.1. Tour Period.

- (a) Qualification for the Tour shall commence on November 24, 2015, at approximately 12:00 a.m. Pacific Time, and will continue through the end of the Tour, which is expected to conclude on or about November 5, 2016.
- (b) During the Tour Period, there are two ways to qualify for the Tour:
- Winning a Fireside Gathering Tournament that Blizzard has designated as an event that awards a berth to a Season Championship Tournament; or
  - Attaining a sufficiently high Hearthstone Championship Tour Rank, as described below.

### 4.2. Fireside Gathering Tournaments.

- (a) Blizzard will designate certain Fireside Gathering Tournaments (which are tournaments held at Fireside Gathering locations) as Tavern Hero Fireside Gathering Tournaments. The winners of these tournaments will be able to enter into the next Season Championship Tournament, alongside the top 128 points earners, as described below.
- (b) Not all Fireside Gathering Tournaments will be Tour berth-awarding events. Blizzard will post a list of all Tavern Hero Fireside Gathering Tournaments on [PlayHearthstone.com](http://PlayHearthstone.com).

### 4.3. Hearthstone Championship Tour Rank.

- (a) During the Tour Period, players will be able to earn points toward their 2016 Hearthstone Championship Tour Rank. Points are earned based on performance, with better results awarding more points.
- (b) A player will be able to earn points towards his or her HCT Rank during the Tour Period by:
- Engaging in Ranked Play on the Hearthstone Ladder;



- Competing in Hearthstone Cup Tournaments, in which Blizzard may award points to top placing players, except that players may only earn points from one Hearthstone Cup Tournament in any 7-day period;
  - Competing in Hearthstone Major Tournaments, in which Blizzard may award points to top placing players;
  - Competing in Point-Awarding Fireside Gathering Tournaments;
  - Earning a berth to, and competing in, the Winter, Spring and Summer Championship Tournaments; and
  - Earning a berth to, and competing in, the 2016 Hearthstone World Championship Finals.
- (c) Over the course of the Tour Period, each player will have four separate HCT Ranks: three Season HCT Ranks and one Last Call HCT Rank.
- (d) Each Season HCT Rank (Winter HCT Rank, Spring HCT Rank, and Summer HCT Rank) will reflect only the HCT Rank points accumulated during that particular season (Winter, Spring, or Summer). The Last Call HCT Rank will reflect the HCT Rank points accumulated during the entire Tour Period.

4.4. Ranked Play.

- (a) A player will be awarded HCT Rank points based on his/her standing in Ranked Play on the Hearthstone Ladders at the end of each Ranked Play season during the Tour Period. After Blizzard introduces the Standard format for Ranked Play (as distinct from the Wild format), which will restrict the cards available for use in Standard Ranked Play, players will be awarded HCT Rank points based on their standings in Standard Ranked Play at the end of each Ranked Play season during the Tour Period, and will *not* be awarded HCT Rank points based on their standings in Wild Ranked Play.
- (b) Each player who finishes a Ranked Play season at Legend rank or better will earn the following points towards his/her HCT Rank:

Ranked Play	
1st Place	15 points
2nd - 10th Places	12 points

11th - 25th Places	10 points
26th - 50th Places	8 points
51st - 100th Places	5 points
Legend	1 point

- (c) A player may only earn points from a single in-game ladder per Ranked Play season, but the points they earn will be based off their highest placement on the Americas, Asia, or Europe in-game ladders.

4.5. Hearthstone Cup Tournaments.

- (a) Any event operated by a third party that awards points must follow the Blizzard-approved criteria, which are listed at [PlayHearthstone.com](http://PlayHearthstone.com) and must submit all information to the Blizzard esports team for review and acceptance. Blizzard will post any Hearthstone Cup Tournament that it approves on [PlayHearthstone.com](http://PlayHearthstone.com).
- (b) Players may earn points from only one Hearthstone Cup Tournament in any 7-day period. Subject to that limitation, a player who finishes in the top four at a Hearthstone Cup Tournament will earn the following points towards his/her HCT Rank:

Hearthstone Cups	
1st Place	3 points
2nd Place	2 points
3rd - 4th Places	1 point

- (c) Hearthstone Cup Tournaments posted on [PlayHearthstone.com](http://PlayHearthstone.com) may have their points revoked at Blizzard's discretion.

4.6. Hearthstone Major Tournaments.

- (a) Any event operated by a third party that awards points must follow the Blizzard-approved criteria, which are listed at [PlayHearthstone.com](http://PlayHearthstone.com), and must submit all information to the Blizzard esports team for review and acceptance. Blizzard will post any Hearthstone Major Tournament that it approves on [PlayHearthstone.com](http://PlayHearthstone.com).

- (b) Players who finish in the top eight at a Hearthstone Major Tournament will earn the following points towards their HCT Ranks:

Hearthstone Majors	
1st Place	15 points
2nd Place	10 points
3rd - 4th Places	5 points
5th - 8th Places	2 points

4.7. Fireside Gathering Tournaments.

- (a) Blizzard may designate certain Fireside Gathering Tournaments as point-awarding events toward players' HCT Ranks. These may include Tavern Hero Fireside Gathering Tournaments (in other words, an event that awards a berth in a Season Championship Tournament to a Tavern Hero might also award points toward players' HCT Ranks, if Blizzard so designates).
- (b) Any event operated by a third party that awards points must follow the Blizzard-approved criteria, which are listed at [PlayHearthstone.com](http://PlayHearthstone.com), and must submit all information to the Blizzard esports team for review and acceptance. Blizzard will post any Point-Awarding Fireside Gathering Tournament on [PlayHearthstone.com](http://PlayHearthstone.com), where Blizzard will also announce how many points will be earned by the top finishers.

4.8. Hearthstone Season Championship Tournaments.

- (a) As described further below, participants in each of the three Season Championship Tournaments will earn the following points toward their HCT Ranks:

Season Championship Tournaments	
1st Place	30 points
2nd Place	20 points
3rd - 4th Places	15 points
5th - 8th Places	10 points
9th - 16th Places	3 Points
17th - 64th Places	2 Points
65th Place and below	1 Point

4.9. Hearthstone World Championship Finals.

- (a) Players who earn a berth to, and compete in, the 2016 Hearthstone World Championship Finals will earn the following points toward their HCT Ranks:

World Championship Finals	
1st Place	30 points
2nd Place	20 points
3rd - 4th Places	15 points

4.10. Qualification for the Last Call Tournament.

- (a) A player's performance during the course of the entire year, as reflected in his or her Last Call HCT Rank, will be used to determine the eight participants who will compete in the Last Call Tournament.
- (b) Unlike for Season Championship Tournaments, Tavern Heroes are not automatically qualified to participate in the Last Call Tournament.

## 5. TOURNAMENT STRUCTURE

5.1. Tournament Rules; Game Forfeitures.

- (a) For all Tour matches, each player will use Hearthstone card decks that he/she has created (using cards he/she has collected) on the Americas region servers on Battle.net. Card decks created on other regions' servers are not eligible for play in Tour matches. For the Winter Season Championship Tournament, each player may select cards from any Hearthstone card sets for inclusion in his or her decks. For the Spring Season Championship Tournament, Summer Season Championship Tournament, and Last Call Tournament, each player's decks may only include cards that are in the current Standard format Hearthstone card sets; cards that are available in the Wild format set but not in the Standard format set may not be used. Blizzard may determine which cards are in the Standard format set and may change that determination from time to time.
- (b) After the first game in a match begins, if a player leaves the match lobby, or cancels the "game challenge," or leaves the Hearthstone game client for any reason, it is considered a match forfeiture and the opposing player will win the match.

- (c) Similarly, once the starting hands are provided by the Hearthstone game client, if a player leaves the game for any reason, the player is considered to have forfeited the game. If a player selects a deck with a class that he or she used to win a previous game in the match, that game is considered a loss and forfeited.

## 5.2. Season Championship Tournaments Generally.

- (a) Each Season Championship Tournament is divided into two parts: the preliminary rounds, which are referred to as the “Season Preliminaries,” and the later rounds (which begin with the Round of Eight).
- (b) Each Season Championship Tournament will include the Tavern Heroes and the top 128 players based on HCT Rank (in the event of a tie for 128th place, all players tied for 128th place will be able to participate), and will have a total prize pool of USD \$100,000.

## 5.3. Winter Season Championship Tournament.

- (a) The Tavern Heroes and the players who are ranked in the top 128 positions in the Americas including all players tied for 128th place (as recorded in Blizzard’s Winter HCT Ranking system) as of February 5, 2016, will be invited to compete in the 2016 Winter Season Championship Tournament.
- (b) Blizzard, in its sole discretion, will determine the dates, times and locations for the Winter Season Championship Tournament.
- (c) For the Season Preliminary of the Winter Season Championship Tournament, a player may compete from the location that is most convenient (from among those Blizzard designates), but each player will be matched against his or her opponent based on seeding regardless of where in the Americas region the players are actually located.
- (d) All players, including Tavern Heroes, will be seeded based on their Winter HCT Rank. All players must attend one of the live events to participate in the Winter Season Championship Tournament. Blizzard will distribute invitations to the Winter Season Championship Tournament by email to players who qualify no less than a week before the dates of the tournament.
- (e) Players will be seeded by their Winter HCT Rank into a standard double-elimination bracket, where they will compete over the internet to determine the ‘Round of Eight’ (*i.e.*, the top four finishers in the winner’s bracket and the top four finishers in the loser’s bracket).

- (f) For the Round of Eight Blizzard may, in its sole discretion, choose to provide lodging and transportation for the players who reach the Round of Eight to a location where the players will compete in a studio, 'off line,' to determine the winner of the Winter Season Championship Tournament. For the Round of Eight, the players will be divided into two groups of four players each to participate in a dual-tournament group stage. Each group will be seeded according to the player's results from the Winter Season Preliminary and the player's HCT Rank, with better results providing a player a higher seeding in the Round of Eight.
- (g) Participants who qualify for the Round of Eight will be seeded into a group stage based on their results from the Winter Season Preliminary and their HCT Rank, with two dual-tournament groups of four players each. In the Round of Eight dual-tournament group stage, the eight players will be divided into two groups of four based on their Winter Season Preliminary results and HCT Rank, with one group consisting of the first, fourth, fifth, and eighth seeds, and the other group consisting of the second, third, sixth, and seventh seeds. The players who finished in the winner's bracket of the Winter Season Preliminary will be awarded seeds one, two, three, and four ranked according to their HCT Rank, with the players with the higher HCT Rank getting a higher seed. Players who finished in the loser's bracket of the Winter Season Preliminary will be awarded seeds five, six, seven, and eight ranked according to their HCT Rank, with the players with the higher HCT Rank getting a higher seed.
- (h) Each group of four will compete in its own double-elimination tournament of five matches: The highest-seeded player in each group will initially play the lowest seeded player in the group (Match A) and the two middle-seeded players will initially play each other (Match B).
- (i) The losers of those first two matches will play each other in the first match of the losers' bracket (Match C), and the loser of that match will be eliminated from the tournament. The winners of the first two matches will play each other in the final match of the winners' bracket (Match D), with the winner of that match advancing to the Round of Four and the loser dropping down to the loser's bracket to face the winner of Match C in the final match of the loser's bracket (Match E). The winner of that match will advance to the Round of Four and the loser of that match will be eliminated from the tournament.
- (j) The Round of Four will consist of a single-elimination bracket until the Americas' 2016 Winter Season champion is crowned. Matches will utilize a best of five, "Conquest with 1 Ban," format with four classes per player each match. Each player will submit four unique classes and decklists prior to the event.

- (k) At the outset of the match, both players will ban one class (*i.e.*, identify a class that his/her opponent will not be permitted to play that game). Both players will know their opponents' four chosen classes before banning. Both players will communicate their bans to the Blizzard representative in charge of their match at the same time "blind" (*i.e.*, without knowing which class the other player banned). In each game, both players will pick their own classes "blind" (*i.e.*, without knowing the other player's chosen class).
- (l) When a player wins a game, the winning player cannot use the class that was used for that game for the remainder of the match. The player that loses a game can keep the same class or switch to a different class at his/her choice, with such a switch being a "blind" as to his/her opponent's chosen class. The first player to win three games wins the match.
- (m) The winner of the Winter Season Championship Tournament will win USD \$25,000, and will earn a berth in the 2016 Hearthstone World Championship, which includes round trip coach air fare to, and lodging at, the site of the 2016 Hearthstone World Championship.
- (n) The players in the Winter Season Championship Tournament will earn the following prizes and points towards their HCT Rank and the Spring Season Championship Tournament:

Winter Season Championship		
1st Place	30 points	USD \$ 25,000
2nd Place	20 points	USD \$ 15,000
3rd - 4th Places	15 points	USD \$ 10,000
5th - 8th Places	10 points	USD \$ 5,000
9th - 16th Places	3 Points	USD \$ 2,500
17th - 64th Places	2 Points	No cash
65th Place and below	1 Point	No cash

#### 5.4. Spring Championship Tournament.

- (a) The Tavern Heroes and the players who are ranked in the top 128 positions in the Americas including all players tied for 128th place (as recorded in Blizzard's Spring HCT Ranking system) as of May 1, 2016, will be invited to compete in the 2016 Spring Season Championship Tournament.

- (b) Blizzard, in its sole discretion, will determine the dates, times and locations for the Spring Season Championship Tournament.
- (c) For the Season Preliminary of the Spring Season Championship Tournament, a player may compete from the location that is most convenient (from among those Blizzard designates), but each player will be matched against his or her opponent based on seeding regardless of where in the Americas region the players are actually located.
- (d) All players, including Tavern Heroes, will be seeded based on their Spring HCT Rank. All players must attend one of the live events to participate in the Spring Season Championship Tournament. Blizzard will distribute invitations to the Spring Season Championship Tournament by email to players who qualify no less than two weeks before the dates of the tournament.
- (e) Blizzard will announce the format for the Spring Season Championship Tournament during the Winter Season Championship Tournament, and a description of the format for the Spring Season Championship Tournament will be made available online at <http://us.battle.net/hearthstone/en/blog/19968666/join-us-for-the-2016-hearthstone%20AE-championship-tour-11-25-2015> no later than March 15, 2016.
- (f) The winner of the Spring Season Championship Tournament will win USD \$25,000, and will earn a berth in the 2016 Hearthstone World Championship, which includes round trip coach air fare to, and lodging at, the site of the 2016 Hearthstone World Championship.
- (g) The players in the Spring Season Championship Tournament will earn the following prizes and points towards their HCT Rank and the Summer Season Championship Tournament:

Spring Season Championship		
1st Place	30 points	USD \$ 25,000
2nd Place	20 points	USD \$ 15,000
3rd - 4th Places	15 points	USD \$ 10,000
5th - 8th Places	10 points	USD \$ 5,000
9th - 16th Places	3 Points	USD \$ 2,500
17th - 64th Places	2 Points	No cash
65th Place and below	1 Point	No cash



5.5. Summer Championship Tournament.

- (a) The Tavern Heroes and the players who are ranked in the top 128 positions in the Americas including all players tied for 128th place (as recorded in Blizzard's Summer HCT Ranking system) as of August 5, 2016, will be invited to compete in the Summer Season Championship Tournament.
- (b) Blizzard, in its sole discretion, will determine the dates, times and locations for the Summer Season Championship Tournament.
- (c) For the Season Preliminary of the Summer Season Championship Tournament, a player may compete from the location that is most convenient (from among those Blizzard designates), but each player will be matched against his or her opponent based on seeding regardless of where in the Americas region the players are actually located.
- (d) All players, including Tavern Heroes, will be seeded based on their Summer HCT Rank. All players must attend one of the live events to participate in the Summer Season Championship Tournament. Blizzard will distribute invitations to the Summer Season Championship Tournament by email to players who qualify no less than two weeks before the dates of the tournament.
- (e) Blizzard will announce the format for the Summer Season Championship Tournament during the Spring Season Championship Tournament, and a description of the format for the Summer Season Championship Tournament will be made available online at <http://us.battle.net/hearthstone/en/blog/19968666/join-us-for-the-2016-hearthstone%20AE-championship-tour-11-25-2015> no later than June 13, 2016.
- (f) The winner of the Summer Season Championship Tournament will win USD \$25,000, and will earn a berth in the 2016 Hearthstone World Championship, which includes round trip coach air fare to, and lodging at, the site of the 2016 Hearthstone World Championship.
- (g) The players in the Summer Season Championship Tournament will earn the following prizes and points towards their HCT Rank and the 2017 Winter Season Championship Tournament:

Summer Season Championship		
1st Place	30 points	USD \$ 25,000
2nd Place	20 points	USD \$ 15,000

3rd - 4th Places	15 points	USD \$ 10,000
5th - 8th Places	10 points	USD \$ 5,000
9th - 16th Places	3 Points	USD \$ 2,500
17th - 64th Places	2 Points	No cash
65th Place and below	1 Point	No cash

5.6. Last Call Tournament.

- (a) The eight players who have the highest Last Call HCT Rank and who have not already qualified for the 2016 Hearthstone World Championship as of September 23, 2016, will be invited to compete in a qualifier tournament, with the winner of the Last Call Tournament earning a berth in the 2016 Hearthstone World Championship. Last Call Tournament competitors will be seeded based on their Last Call HCT Rank.
- (b) The winner of the Last Call Tournament will receive round trip coach air fare to, and lodging at, the site of the 2016 Hearthstone Championship Tour World Championship. No other prizes or points will be awarded to players on the basis of their competition in the Last Call Tournament.
- (c) Blizzard will determine the time and place of the Last Call Tournament, and will notify the players who are eligible to compete in the Last Call Tournament a week prior to the commencement of the Last Call Tournament. Blizzard will announce the format for the Last Call Tournament no later than September 30, 2016..

5.7. Prize Awards.

- (a) The awarding of prizes is void where prohibited or restricted. No purchase is necessary to enter the Tour.
- (b) 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 live Tour events are held. Additional paperwork that Blizzard requests, including waivers and releases, must be submitted to Blizzard before Blizzard will provide the winner with any prize. Prizes are not transferable.

- (c) No substitutions or exchanges (including for cash) of any non-cash prizes will be permitted, except that Blizzard reserves the right to substitute a prize of equal or greater value for any non-cash prize.
- (d) All 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 leaderboard) during the Tour does not entitle any participant to a prize.
- (e) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Official Rules and release of liability. 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 within seven (7) days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.
- (f) Blizzard will post a list of winners at <http://us.battle.net/hearthstone> no later than November 30, 2016. The list will remain available until March 31, 2017.

#### 5.8. Travel and Expenses.

- (a) Blizzard will, at its cost, make the travel arrangements for those players who qualify for Blizzard-sponsored travel under these Official Rules and pay the expenses to the vendor directly. The travel expenses of players will not be reimbursed. All Blizzard-sponsored travel must take place on the dates and times that Blizzard specifies. Travel and accommodations are subject to availability. Additional restrictions may apply.
- (b) A player who qualifies for participation in any in-person game or match that is part of the Tour will be responsible, at his or her own cost and expense, for obtaining all the necessary visas, passports and other travel documents required to travel to and work in the United States of America.
- (c) All players are responsible for any and all costs and expenses associated with their participation in the Tour and receipt of any prize that are not specifically designated as the responsibility of Blizzard in these Official Rules.
- (d) Should a player who qualifies for participation in any in-person game or match that is part of the Tour be a minor under applicable law, a parent or legal guardian will be required to travel

on the same itinerary with the minor player, and shall be responsible for all of his or her own travel and accommodation costs, including transportation and accommodation costs and any cost or expense associated with obtaining the necessary visas, passports or other travel documents.

## 6. PLAYER CONDUCT

### 6.1. Behavior.

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

### 6.2. Cheating.

- (a) Players must compete to the best of their ability at all times. Any form of cheating will not be tolerated. All players are prohibited from influencing or manipulating a Tour game or match so that the outcome is determined by anything other than its merits. Players may be required to install software on their computers for the duration of the Tour which is specially designed to detect cheating. Examples of cheating would include:
  - Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or match, including losing a game or match with another player in order to advance one or the other's rank;
  - Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means;

- Tampering with the entry process or the operation of the Tour; and
  - Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in Hearthstone or any other Blizzard game.
- (b) If someone asks you to bet on any Tour 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) Players are required to observe all laws applicable to their participation in the Tour, including all games, matches, media events, autograph signings, photo sessions, sponsor events and other gatherings or events occurring with or as part of the Tour.
- (b) A player may not, during any Tour Event, commit any act or become involved in any situation or occurrence which brings him or her into public disrepute, scandal or ridicule, or shocks or offends the community, or derogates from his or her public image or reflects unfavorably upon Blizzard, Hearthstone or any of the other products, services or sponsors of Blizzard.

### 6.4. Anti-Harassment.

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

### 6.5. Gambling.

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

6.6. Alcohol and Drugs.

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

6.7. Non-Disparagement.

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

6.8. Interviews and the Media.

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

6.9. Software and Hardware.

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

6.10. Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the Tour, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any player participating in the Tour and/or Tour Events:
  - Pornography (or materials that Blizzard determines are the equivalent of pornography);
  - Alcohol;
  - Tobacco or cigarettes, including vaping products;
  - Firearms;
  - Gambling, including websites that offer gambling;
  - Any person or entity that offers products or services that Blizzard determines are detrimental to Hearthstone, the Tour 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 Tour, Tour Events and Hearthstone. Accordingly, Blizzard may designate certain sponsors or product categories as "reserved." Players participating in the Tour and/or

Tour Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

6.11. Disciplinary Action.

- (a) In order to preserve the integrity of the Tour 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 player has been cheating or has otherwise violated these Official Rules, the player may be immediately disqualified and removed from the Tour. In addition, Blizzard may, in its sole discretion:
  - Issue a warning to the player and publish that warning on Hearthstone sites;
  - Disqualify the player from participating in any future Hearthstone tournaments and events;
  - Revoke all or any part of the points and prizes previously awarded to the player;
  - Terminate all licenses granted to the player for Blizzard titles, including Hearthstone; and/or
  - Terminate all Battle.net accounts that are held by the player.
- (c) Blizzard's determination as to the appropriate disciplinary action will be final and binding. Blizzard reserves the right to lock out players whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tour.
- (d) The failure by a player (or his or her parent or legal guardian) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Office Rules.

## 7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

7.1. Cap on Liability; No Punitive Damages.

- (a) You understand and agree that Blizzard and the other members of the Blizzard Group are not insurers of your property or your personal safety. If you feel that you need insurance, you should obtain it from an insurance company or other third party.



- (b) YOU AGREE THAT THE LIABILITY OF BLIZZARD AND THE OTHER MEMBERS OF THE BLIZZARD GROUP TO YOU FOR ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE LIMITED TO YOUR DIRECT DAMAGES NOT TO EXCEED FIVE HUNDRED US DOLLARS (US \$500.00), AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY IS USED TO DETERMINE THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP WAS LIABLE FOR THE HARM, DAMAGES, INJURY OR LOSS. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.
- (c) YOU FURTHER AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF IT IS DETERMINED THAT BLIZZARD OR ANOTHER MEMBER OF THE BLIZZARD GROUP CAUSED THE HARM, DAMAGES, INJURY OR LOSS TO YOU. THE FOREGOING LIMITATIONS APPLY EVEN IF YOUR REMEDIES UNDER THESE OFFICIAL RULES FAIL OF THEIR ESSENTIAL PURPOSE.
- (d) IN NO EVENT SHALL BLIZZARD OR ANY OTHER MEMBER OF THE BLIZZARD GROUP BE LIABLE UNDER TO YOU, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM YOU, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BLIZZARD OR ANY OTHER BLIZZARD GROUP MEMBER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7.2. Disclaimers.

- (a) You agree that Blizzard and the other members of the Blizzard Group are not responsible for:
- Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
  - Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
  - Any Tour 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 Tour or Tour Events.
- (b) All prizes are awarded “AS IS” and **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED** (including any implied warranty of merchantability or fitness for a particular purpose).

### 7.3. Changes to Your Battle.net Account.

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

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

### 8.1. License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as an elite player and help you develop your personal brand. To do that, Blizzard needs a license to use your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona, biographical information and backstory ("Your Brand Materials"). Blizzard also wants to use Your Brand Materials to promote Blizzard, Hearthstone and our other products and services, and you agree that Blizzard may do that.
- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming (including via internet transmission and wireless networks) of all or any part of the Tour (including any games, matches or other competitions that are part of the Tour) or any Tour Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including Hearthstone and the Tour.

### 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 Hearthstone, the Tour, the Tour Events or the business of Blizzard and all improvements or enhancements to Hearthstone, the Tour, the Tour Events and the business of Blizzard resulting therefrom;
  - Data and statistics relating to your play of Hearthstone during the Tour, 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 Tour 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 Tour.
- (b) Blizzard will collect, store, and use information collected in connection with the Tour and Tour Events (including information collected at live events) in accordance with Blizzard's Online Privacy Policy, available at <http://www.blizzard.com/us/privacy.html>.
- (c) By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Blizzard's Online Privacy Policy.

## 9. RESOLUTION OF DISPUTES

### 9.1. Applicability.

- (a) This Section 9.0 applies to and governs any Dispute that arises out of or relates to the Tour, a Tour 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 9.6 below apply.
- (b) Negotiations will begin upon receipt of written notice by the party raising the Dispute. Blizzard will send its notice to your billing address and email you a copy to the email address you have provided to Blizzard in your Battle.net Account.
- (c) You will send your notice to Blizzard at Blizzard Entertainment, Inc., 16215 Alton Parkway, Irvine, CA 92618, Attn.: General Counsel.

### 9.3. Binding Arbitration.

- (a) If a Dispute cannot be resolved through negotiations, either you or Blizzard may elect to have the Dispute finally and exclusively resolved by binding arbitration, unless one or more of the exceptions to negotiations and arbitration in Section 9.6 below apply. Any election to arbitrate by one party shall be final and binding on the other.
- (b) YOU SHOULD REVIEW THIS PROVISION CAREFULLY. THIS ARBITRATION PROVISION LIMITS YOUR AND BLIZZARD'S ABILITY TO LITIGATE CLAIMS IN COURT AND YOU AND BLIZZARD EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO A JURY TRIAL.
- (c) The arbitration shall be commenced and conducted by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are available at the JAMS website (<http://www.jamsadr.com>). If, for any reason, JAMS is unable to provide the arbitration, you may file your Dispute with any national arbitration company under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator has authority to decide all issues of arbitrability, including where a party raises as a defense to arbitration that the claims in

question are subject to one or more exceptions to negotiations and arbitration in Section 9.6 below.

- (d) Where any action includes claims that are arbitrable and claims that are not, the entire action shall be stayed, absent a showing of prejudice to the complaining party, pending the completion of the arbitration of the arbitrable issues. You or Blizzard can request the stay be lifted upon a showing of prejudice. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures.

9.4. Arbitration Procedures.

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

9.5. Class and Collective Action Waiver.

- (a) You and Blizzard agree that any arbitration or court proceeding shall be limited to the Dispute between Blizzard and you individually.
- (b) You acknowledge and agree that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings or any court proceedings between you and Blizzard; (ii) there is no right or authority for any Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action basis or to utilize class action procedures; and (iii) you will not have the right to participate as a class representative, private attorney general, or as a member of any class of claimants for any Dispute subject to arbitration or any dispute brought in court. Any Dispute regarding the prohibitions in the prior Sections shall be resolved by the arbitrator in accordance with this Section 9.0.

- (c) If, for any reason, this class or collective action waiver is deemed unenforceable by a court or arbitrator, you agree that the parties' contract to arbitrate is then void, and any ongoing or future Dispute will be submitted to a court of competent jurisdiction within the County of Orange, State of California, United States of America, to the exclusion of arbitration. Any Dispute at that time in arbitration will be dismissed without prejudice and refiled in a court.
- (d) Under no circumstances do you or Blizzard agree to class or collective procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings.

9.6. Location of Arbitration.

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

9.7. Governing Law.

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

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

### 10.1. Blizzard Copyrights and Trademarks.

- (a) These Official Rules, the Tour and all accompanying materials are copyright © 2016 Blizzard Entertainment, Inc., and its respective licensors. All rights are reserved.
- (b) Nothing in these Official Rules or your participation in the Tour grants to you, by implication, waiver, estoppel or otherwise, any right or license to use or display any name, logo, service mark or trademark of Blizzard or any other Blizzard Group member.

### 10.2. Changes to Hearthstone.

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

### 10.3. Changes to these Official Rules.

- (a) These Official Rules contain the rules, policies and practices of the Blizzard for the Tour 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 Tour are superseded.
- (b) Blizzard reserves the right 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 Tour or any player's participation in the Tour should viruses, bugs, unauthorized human intervention, hacks or other causes beyond Blizzard's control affect the administration, security or proper play of the Tour, or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Tour as planned.
- (c) Due to server capacity and other technical limitations beyond the control of Blizzard, Blizzard reserves the right to limit the number of players in the Tour.



10.4. No Employment Relationship.

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

10.5. Communications.

- (a) We both agree that these Official Rules constitute a written agreement signed by both you and Blizzard under applicable law.
- (b) To the fullest extent permitted by applicable law, these Official Rules, and any other notices, requests and other communications provided for herein, may be provided to you electronically, and you agree to receive all such communications from Blizzard electronic form. Electronic communications will be delivered to you at the email address listed on your Battle.net Account.
- (c) If you have any questions or comments about these Official Rules or the Tour, please email them to [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com) or send written questions to: **2016 Hearthstone Americas Championship Tour c/o Blizzard Entertainment Esports, P.O. Box 18979, Irvine, CA 93623.**

## 11. GLOSSARY

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

“**Americas**” means the United States, Argentina, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela.

“**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 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.

“**Commencement Date**” means November 24, 2015, at approximately 12:00 a.m. Pacific Time.

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

“**Fireside Gathering Tournament**” means a tournament operated by a third party that awards HCT Rank points, that follows the Blizzard-approved criteria, and that Blizzard has designated as a Fireside Gathering Tournament.

“**Hearthstone Championship Tour Rank**” or “**HCT Rank**” refers to the standings of players based on the points they have earned toward their HCT Rank from, for example, engaging in Ranked Play on the Hearthstone Ladder or competing in certain Tour tournaments.

**“Hearthstone Cup Tournament”** means a tournament operated by a third party that awards HCT Rank points, that follows the Blizzard-approved criteria, and that Blizzard has designated as a Hearthstone Cup Tournament.

**“Hearthstone Major Tournament”** means a tournament operated by a third party that awards HCT Rank points, that follows the Blizzard-approved criteria, and that Blizzard has designated as a Hearthstone Major Tournament.

**“Last Call HCT Rank”** refers to the HCT Rank that reflects the HCT Rank points accumulated during the entire Tour Period.

**“Last Call Tournament”** means the 2016 Americas Last Call Invitational.

**“Official Rules”** means the 2016 Hearthstone Americas Championship Tour Official Competition Rules, Terms and Conditions (*i.e.*, the rules, terms and conditions as set forth in this document).

**“Point-Awarding Fireside Gathering Tournament”** means a Fireside Gathering Tournament Blizzard has designated as a point-awarding event toward players’ HCT Ranks. These may include Tavern Hero Fireside Gathering Tournaments (in other words, an event that awards a berth in a Season Championship Tournament to a Tavern Hero might also award points toward players’ HCT Ranks, if Blizzard so designates).

**“Season Championship Tournament”** means the 2016 Hearthstone Americas Winter Championship, 2016 Hearthstone Americas Spring Championship, or 2016 Hearthstone Americas Summer Championship.

**“Season Preliminary”** means the preliminary rounds of a Season Championship Tournament (prior to the Round of Eight).

**“Season HCT Rank”** refers to an HCT Rank that will reflect only the HCT Rank points accumulated during that particular season (Winter, Spring, or Summer).

**“Spring HCT Rank”** refers to the HCT Rank that reflects only the HCT Rank points accumulated during the Spring Season.

**“Spring Season”** means the period between February 6, 2016 and May 1, 2016.

**“Summer HCT Rank”** refers to the HCT Rank that reflects only the HCT Rank points accumulated during the Summer Season.

**“Summer Season”** means the period between May 2, 2016 to August 5, 2016.

**“Tavern Hero”** means a winner of a Tavern Hero Fireside Gathering Tournament.

**“Tavern Hero Fireside Gathering Tournament”** means a Fireside Gathering Tournament that Blizzard has designated as an event that awards a berth to a Season Championship Tournament.

**“Tour”** means the 2016 Hearthstone Americas Championship Tour. The Tour includes the Season Championship Tournaments, the Last Call Tournament, and other tournaments in which you can earn HCT Rank points, such as Hearthstone Major Tournaments, Hearthstone Cup Tournaments, and certain Fireside Gathering Tournaments.

**“Tour 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 Tour.

**“Tour Period”** means the period starting on the Commencement Date and continuing through the end of the Tour period, which is expected to conclude on or about November 5, 2016.

**“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>.

**“Winter HCT Rank”** refers to the HCT Rank that reflects only the HCT Rank points accumulated during the Winter Season.

**“Winter Season”** means the period between November 26, 2015 and February 5, 2016.

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

\* \* \*