



Hearthstone® Battlegrounds Collegiate Brawl  
Spring 2021 Official Rules  
Version 1.0

# Hearthstone® Battlegrounds Collegiate Brawl

## Spring 2021 Official Rules

### INTRODUCTION

These Hearthstone Battlegrounds Collegiate Brawl Spring 2021 Rules in conjunction with Blizzard Entertainment Inc.'s ("Blizzard") Hearthstone Tournament Player Handbook (the "Handbook"), including any updates, amendments or supplements thereto (collectively, the "Official Rules") govern qualification and competitive play in the Hearthstone Battlegrounds Collegiate Brawl (the "Tournament").

These Official Rules apply to all Tournament participants ("Players") who participate in the Tournament or any event related to the Tournament. These Official Rules have been designed to ensure the integrity of all competition, protect the image and reputation of Blizzard Entertainment, and create a consistent and high-quality experience for members of the public that view Blizzard Entertainment events.

These Official Rules form a contract between Players, on the one hand, and Blizzard, Major League Gaming Corp. ("MLG") and each of their respective affiliates who are engaged in operating the Tournament on the other hand. These Official Rules establish the general rules of tournament play, including rules governing use of Hearthstone (the "Game") in the Tournament, player eligibility, tournament structure, points structure, prize awards, and player conduct. These Official Rules also contain limitations of liability, license grants, and other legally binding contractual terms. Each Participant is required to read, understand, and agree to these Official Rules before participating in the Tournament.

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

Blizzard will designate certain employees, agents, or other representatives to serve as "Tournament Administration" to operate the Tournament, implement these Official Rules, and serve as the point of contact for Players.

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

### 1. ACCEPTANCE OF OFFICIAL RULES

**1.1. Acceptance** Each Participant must agree to these Official Rules to participate in the Tournament. You may accept these Official Rules by any one of the following methods:

- 1.1.1.** Registering to participate in the Tournament.
- 1.1.2.** Participating in any match that is part of the Tournament.

- 1.2. Changes to and Enforcement of these Rules.** The field of esports competitions is still relatively new and changing rapidly and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, Blizzard in its sole discretion (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Players. Blizzard's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Blizzard's sole discretion. Any material changes to these Official Rules will be provided to the Players prior to the next Tournament event in which the changed rules will apply. Participation in the Tournament will constitute acceptance of the changed rules. Changes to any terms regarding resolution of disputes will be governed by the provisions of the applicable section.

## **2. PLAYERS**

- 2.1. Eligibility.** To be able to compete as a "Player," in the Tournament you must:

- 2.1.1.** be in Good Standing with respect to any Game licenses or Game accounts registered in your name, with no non-disclosed violations of the Game's applicable End User License Agreement;
  - 2.1.1.1.** "Good standing" can be defined as being free of any suspensions, bans, or other incidents of account discipline lodged against any Blizzard Battle.Net account registered in your name by the publisher of the Game during the Tournament, or during the six (6) months period preceding the commencement of the Tournament;
- 2.1.2.** be over the age of majority in your jurisdiction of residence;
  - 2.1.2.1.** If you are under the legal age of majority in your country of residence, but over the age of 13 (a "Minor"), you may still enter and be a Participant if you otherwise meet all of the eligibility criteria set forth herein and one of your parents or legal guardians read and agree to these Official Rules on your behalf;
- 2.1.3.** be a legal resident, or a legal temporary resident, of the United States or Canada, excluding the Canadian province of Quebec;
- 2.1.4.** be enrolled during the tournament period as a full-time or part-time student in an Eligible Institution.
  - 2.1.4.1.** An Eligible Institution is an institution of higher education that: a) grants associate, baccalaureate, master's or doctorate degrees; and (b) either is located in the United States and is accredited by an accreditor that is recognized by the Secretary of the U.S Department of Education or (ii) is located in Canada
  - 2.1.4.2.** Be enrolled at that eligible institution the semester after high school graduation, and not have been enrolled at other eligible institutions. If you are

a transfer student or gap-year student, you must be enrolled for at least three months in a program of study leading to an associate, baccalaureate, master's or doctorate degree at the Eligible Institution at which you are currently enrolled.

2.1.5. not be on academic probation at your currently enrolled University during any point of the competition.

2.1.6. not be a director, officer, or employee of Activision Blizzard, the publisher of the Game, or any entity which controls, is controlled by, or is under common control with Activision Blizzard or the publisher of the Game;

1.1.1. have registered an account with MLG at <https://accounts.majorleaguegaming.com> (at no cost to the registrant);

2.1.7. agree to be bound by these Official Rules.

2.2. **Verification of Eligibility.** Eligible Participants must first log into <https://accounts.majorleaguegaming.com/>, then complete their entry form located on the Tournament page. Eligible Participants must fill out all required portions of the entry form to be eligible for consideration. Eligible Players will be required to verify that they meet the eligibility requirements for the Tournament. Every member of a Team who plays in the Tournament may be required to provide proof of enrollment; otherwise the Team is ineligible to win a prize in this Tournament. In the event of a dispute as to the identity of the eligible Participant, entries will be declared made by the authorized account holder of the Game account submitted at time of entry. Blizzard reserves the right to verify an eligible Participant's information, or any other facet of an eligible Participant's entry if further investigation is deemed necessary. Limit one (1) entry per Participant.

2.3. **Disclaimer.** Blizzard will not be responsible for (a) any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Tournament disruptions, injuries, losses or damages caused by events beyond the control of Blizzard (although Blizzard will take reasonable precautions to ensure reasonable safety); or (d) any printing or typographical errors in any materials associated with the Tournament. Additionally, in accordance with the Game's End User License Agreement and without limiting the Game publisher's rights therein, the Game publisher retains the right to modify or delete content, data, accounts, statistics, user profiles, and any information created, accumulated, stored or uploaded to the Game or any account at any time and for any reason at its sole discretion. **Blizzard is not responsible for any incorrect or inaccurate information, whether caused by Players in the Tournament or users of the Game, or by any of the equipment or programming associated with the Tournament, or by any technical or human error, which may occur in the processing of registrations or entries into the Tournament, or otherwise in connection with the Tournament including, without limitation, any technical**

**limitation or other event that results in the disqualification or loss of ranking status of any participant in the Tournament.**

- 2.4. Player and Team Names.** Players must use an acceptable username in all Tournament competition. Players may use BattleTags or handles during the Tournament. Tournament Administration reserves the right to revoke the eligibility of any Participant whose BattleTag, handle, username or team name is considered by Tournament Administration to be offensive, toxic, or incorporates any third-party intellectual property.

- 2.4.1.** Player names may not include a sponsor name.
- 2.4.2.** Player names may not include a product name or description.
- 2.4.3.** Player names may not include any words that are purely commercial.
- 2.4.4.** Player names may not impersonate a Tournament Administrator.
- 2.4.5.** Player names must comply with these Official Rules.
- 2.4.6.** Blizzard reserves the right to require that a Player or Team change their name for any reason or no reason without notice in any case, not restricted to the above.

### **3. TEAMS**

- 3.1. Tournament Teams.** A “Team” will consist of two (2) Players who attend the same school.

- 3.2. Team Management.** Each Team must have a single individual designated as “Team Captain.” The team Captain will act as a Team’s primary contact for all roster changes, rule disputes, and other communication between Teams and Tournament Administration. The Team Captain can be used, in all purposes, as a Player. This role may be transferred to another Player on the approval of the current team captain.

**3.3. Roster Requirements.**

- 3.3.1. Players.** Each Team shall designate two (2) starting Players. Players may not be on more than one Team.
- 3.3.2. Substitutes.** Teams are not allowed to have any substitute Players for the tournament. Valid Teams may not check-in or play without all Players present for a match.
- 3.3.3. Roster Locking.** Throughout the tournament, Team rosters may have roster locking periods, where rosters will be unable to be altered prior to upcoming matches. After a roster lock begins, rosters may not be altered. All roster changes must be submitted and accepted before this deadline. Tournament Administration may overrule this in unforeseen circumstances. Roster changes must be agreed upon by both players on a team for changes to be made. Players that are not responsive may be removed from the team and replaced with a new player subject to Tournament Administration approval.

**3.4. Required Information.** The following is a list of required information for Players. This will need to be provided for every roster submission and change.

**3.4.1. Full Name**

**3.4.2. Player Battle.net Account Battletag** – Example: Krusher99#9999 (This is case sensitive). If a Player makes a change to his or her Battletag, the change must be done prior to a roster lock.

**3.4.3. Player School**

**3.4.4. Player Email**

**3.4.5. Discord ID, must be kept up to date throughout the tournament period.**

**3.4.6. Other** – For reasons including, but not limited to: press, broadcast, and live events, Blizzard may request information other than what is outlined above, including but not limited to: Player Photos, game statistics, and more.

#### **4. TOURNAMENT STRUCTURE**

##### **4.1. Tournament Format**

**4.1.1. Regular Season.** Teams will compete over the internet for 6 rounds of play throughout the regular season. At the start of each round, teams will be seeded into a four-team pod, where they will compete in two games of Hearthstone Battlegrounds with the other teams in the pod they were seeded into. In the first round, pod seeding will be determined randomly. In every round after the first, pod seeding will be based on the number of points each team in the tournament has earned cumulatively, from most to least. Cumulative points refers to the number of points earned by the team for performance in all past matches, as laid out in section 4.1.2 below. Teams with the same number of cumulative points will be arranged randomly in this list. To create each round's pairings after the first round, the top four teams ranked by cumulative points will be assigned to the first pod in the round. Then, the next four teams by cumulative points will be assigned to pod two, and so on until there are fewer than four teams left to pair. Any remaining teams will be given 26-point byes. They will not play that round and will be marked as having a bye. A team cannot receive two byes over the course of the tournament. If this would happen, the team with the lowest point total that has been seeded into a pod will be swapped with the team that has already received a bye in a previous round, and the team with lowest point total that would otherwise be seeded into a pod will instead be given a bye.

##### **4.1.2.**

Teams will play two games of Battlegrounds with the same custom lobby. Individual players will be awarded points based on their performance in each individual Hearthstone Battlegrounds match according to the following table.

| Placement       | Points |
|-----------------|--------|
| 1 <sup>st</sup> | 10     |
| 2 <sup>nd</sup> | 8      |
| 3 <sup>rd</sup> | 7      |
| 4 <sup>th</sup> | 6      |
| 5 <sup>th</sup> | 4      |
| 6 <sup>th</sup> | 3      |
| 7 <sup>th</sup> | 2      |
| 8 <sup>th</sup> | 0      |

A team's score will be determined by combining the individual scores of the players on the team. After the games are over and points are recorded through Google Forms submitted by the Players (one per Team), pairings for the next round will be created as described above and distributed to the players at next match time (see check-in procedure below).

**4.1.3.** The number of teams that will move on to the Playoffs stage will be determined by the total number of teams that sign up and play in the tournament. If there are 64 or fewer teams, then 16 teams will move on to Playoffs. If there are at least 128 teams, then 32 teams will move on to Playoffs. If there are at least 256 teams, the top 64 teams will move on to Playoffs.

**4.1.4.** At the end of the regular season, the teams will be ranked by the total number of points that they have accrued. Any teams with the same match record will be ranked according to the tiebreaking rules in 4.1.4.1. Those teams which have final rank between 1 and the number determined by 4.1.3 will move on to Playoffs.

**4.1.4.1. Tiebreaker: If scores are tied when determining which teams will move on to the playoff stage and their seeding therein, ties will be broken by tallying the number of game 1st place finishes (instances in which one individual player earned 10 points in a game) each team has throughout the tournament. Whichever team has more first place finishes will be seeded higher. If teams are still tied, the team with the fewest 8th place finishes (instances in which one individual player earned exactly 0 points in a game) will be seeded higher. If teams are still tied, then the**

**team with the most 2nd place finishes will be seeded higher. If teams are still tied, then the team with the fewest 7th place finishes will be seeded higher, and so on until no ties remain.**

**4.1.5. Championship Bracket.**

The number of teams determined in section 4.1.3 will advance to the Championship Bracket. Those teams will be seeded into a modified double elimination bracket based on the cumulative number of points accrued by a team throughout the regular season and the tiebreaking system described in section 4.1.4. In each match of the modified double elimination stage, teams will be ranked by the number of points they earn over two games. The two highest point earning teams will advance in the upper bracket, and the two lower point earning teams will drop to the lower bracket. Teams playing in the lower bracket that finish a match in the bottom two of a match will be eliminated.

If one or more teams finish a match with the same amount of points, the tie will be broken by tallying the number of game 1st place finishes (instances in which one individual player earned 10 points in a game) each team has throughout the tournament. Whichever team has more first place finishes will be seeded higher. If teams are still tied, the team with the fewest 8th place finishes (instances in which one individual player earned exactly 0 points in a game) will be seeded higher. If teams are still tied, then the team with the most 2nd place finishes will be seeded higher. If teams are still tied, then the team with the fewest 7th place finishes will be seeded higher, and so on until no ties remain. If any ties still remain, the team which earned the higher amount of regular season points will be placed higher.

**4.1.6. Tournament Schedule.** Tournament Administration reserves the right to reorder the schedule of matches within a given day and/or change the date of the match to a different date, or otherwise modify the schedule of matches. If the schedule is modified, Tournament Administration will inform all Teams at the earliest convenience. For a full schedule of matches, please go to <https://gamebattles.majorleaguegaming.com/>. It is the full responsibility of the Team Captain to notify team members of changes or delays in tournaments.

**4.1.7. Registration.** Registration for the Tournament shall commence on or about February 22, 2021, at approximately 11:00 a.m. Pacific Time and is expected to conclude on or about March 8, 2021 at approximately 11:59 p.m. Pacific Time.

**4.1.8. Tournament Dates.** The Tournament will take place from about March 10, 2021 to about May 1, 2021.

**4.2. Rescheduling.** Due to the nature of Battlegrounds matches, teams are unable to reschedule matches. Matches will take place at approximately 5:00 p.m. Pacific Time for regular season matches.

**4.3. Standings.** Standings will be updated by tournament administration on a weekly basis.



## 5. MATCH DETAILS

- 5.1. All matches will be conducted using Blizzard's *Hearthstone* game (the "Game").
- 5.2. **Match Format.** All matches will take place in the Battlegrounds game mode and will consist of two successive games containing the eight (8) players which form the four teams assigned to that match. Battlegrounds format follows these rules:
  - 5.2.1. Each team member must check in using Google Forms. Using this form to check in signifies a commitment by the team which checked in to play the match which they are later assigned to completion, which means that both players on the teams complete all three games and report accurate scores by (default report time).
  - 5.2.2. At the default time, every team for which both members have checked in is added to a pairing pool.
  - 5.2.3. When a team is eliminated or wins the game, they must take a screenshot of their results.
  - 5.2.4. Teams must report scores in the form of their placement on Google Forms.
- 5.3. **Game Ties.** In case several players are eliminated simultaneously, add all of the points accumulated by all eliminated players, then divide by the number of players that are eliminated. Each player gets that many points. Ex: If fourth, fifth, and sixth all die on the same turn, each player earns  $(6+4+3)/3 = 4.33$  points.
- 5.4. **Game Restarts.** Except as stated in Section 5.5, the decision of what circumstances merit a game restart are solely at the discretion of Tournament Administration. Restart protocol will be decided by Tournament Administration and communicated to all involved teams before being executed.
- 5.5. **Internet Connection.** Players are entirely responsible for their internet connection as it pertains to their connection to the Game. In the event a player disconnects due to internet connectivity issues, the game will continue without the disconnected player.
- 5.6. **Results.** Competitors will be responsible for confirming and recording all game and match results on the Google Form. Teams are responsible for screenshotting match results for proof in case of disputes over results reporting. Tournament administration cannot guarantee the accuracy of past match results posted on the tournament website.
- 5.7. **Technical Issues.** Players are responsible for any of their own technical issues, including hardware, software, or internet issues.
- 5.8. **Streaming.** Players can stream their matches during the Tournament from their own perspective. Players streaming do so at their own risk. Tournament Administration may revoke players' right to stream at any time.
- 5.9. **Broadcast Obligation.** In certain phases of the Tournament, teams may be required at the discretion of Tournament Administration to participate in Tournament broadcast

proceedings in order to continue participating in the Tournament. Teams that fail to comply with these requests or fail to follow broadcast protocol may be disqualified.

- 5.10. Missed Check-in.** If a team fails to check in on the appropriate Google Sheet as outlined above, that team will be excluded from the week's pairing pool. That team will not earn any points during that week, but otherwise will incur no penalty. The check-in period shall begin 30 minutes before the scheduled match time and end 15 minutes before the scheduled match time. The Tournament Administration may, at their discretion, allow teams to check-in after the end of the check-in period to have a number of teams in the pairing pool which is divisible by four (to prevent byes).
- 5.11. No-Show.** A team is present when both players compete in a match. Teams that are absent are considered a no-show. This infraction occurs when a team checks in but fails to join and/or complete their assigned match. Due to the commitment made by checking in, this is considered a very serious infraction. At the discretion of Tournament Administration, teams which No-Show may be removed from the tournament due to the large impact that missing players have on a match.
- 5.12. Reservation of Rights.** Tournament Administration reserves the right to cancel, suspend and/or modify Tournament competition, or any part of it, if any fraud, technical failures, human error or any other factor within or outside of Tournament Administration's control impairs the integrity or proper functioning of Tournament competition, as determined by Tournament Administration. If Tournament competition is so terminated, Tournament Administration reserves the right to determine the winners of said competition from among all non-suspect, eligible Players.

## 6. COMMUNICATION

- 6.1. Match Creation.** The top seeded team in each match is responsible for creating the lobby and inviting all players to the lobby. Either player on this team may undertake these actions. To facilitate this, all participants' battletags will be listed with each match where matches are posted.
- 6.2. Announcements.** Large announcements, general information, ruleset, and bracket can be found on the tournament page, in emails sent throughout the season, and on the official Activision Blizzard Collegiate Discord server, or other Tournament-specific Discord servers designated by Tournament administrators. These sources can serve as an information hub for teams.
- 6.3. Support.** Players may request support for any issues they experience or provide feedback via the Activision Blizzard Collegiate Discord server.

## 7. CONDUCT

- 7.1. Sportsmanship and Professionalism.** All Players are required to act in a respectful and sportsmanlike manner at all times and abide by the player Code of Conduct, as posted on the tournament website. Tournament Administration maintains the sole right

in judgement for violations of these rules and standards of integrity for good sportsmanship.

- 7.1.1. Players may not use language or engage in conduct that is deemed by Tournament Administration to be obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, Players may not promote or incite hatred or discriminatory conduct. Players may not use this type of language in connection with Blizzard's competitions, on social media, or in any public events such as streaming.
- 7.1.2. Players shall treat all individuals watching or participating in a Blizzard event with respect. Players may not take any action or perform any gesture directed at another Participant, Tournament Admin, or any other party or incite others to do the same which is abusive, insulting, mocking, or disruptive. Players may not use obscene gestures or profanity in their account names, player handles, team names, game chat, lobby chat or live interviews. This includes abbreviations and/or obscure references.
- 7.1.3. Players may not offend the dignity or integrity of a country, private person or group of people through contemptuous or discriminatory words or actions on account of race, skin color, ethnic, national or social origin, gender, language, religion, political opinion, financial status, birth or any other status, sexual orientation, or any other reason.
- 7.1.4. Players are expected to behave in a professional manner as determined by Tournament Administration. This includes being on time for all scheduled matches and ready to play. Players must respond to requests from Tournament Administration in a timely manner.
- 7.1.5. Tournaments are a place for players from around the world, from different cultures, and from different backgrounds, to come together to compete and share their passion for our game. Participants in our competitions should be focused on bringing the world together through epic entertainment, celebrating our game, players, and fans, and building diverse and inclusive communities. Players must refrain from disruptive or divisive behavior, commentary, or other forms of expression during official Tournaments or on any official Blizzard channels (e.g. match broadcasts, Blizzard-produced shows). Throughout the period on match day that a Player is visible to the live and camera audience(s) on official Blizzard channels, they may not wear, display or otherwise convey personal messages without express approval from Tournament officials, which approval shall not be granted for political messages.
- 7.2. **Competitive Integrity.** Teams are expected to play at their best at all points during any match and will maintain behaviors consistent with the principles of good sportsmanship, honesty, and fair play. Tournament Administration maintains the sole right in judgement for violations of these rules and standards of integrity for competitive play.

- 7.2.1. Best Ability.** Players must compete to the best of their ability at all times.
- 7.2.2. Betting and Gambling.** Players may not, directly or indirectly, conduct, promote or benefit from any act of betting or gambling on or in connection with any matches.
- 7.2.3. Collusion.** Players shall not conduct or promote any act of collusion. Collusion is any agreement among two or more Players to disadvantage opposing Players. This includes all types of bribery.
- 7.2.4. Match Fixing.** Players shall not offer, conspire or attempt to influence the outcome of a match by any means other than competitive play.
- 7.2.5. Hacking.** Players shall not conduct or promote any act of hacking or modifying the Game.
- 7.2.6. Cheating.** Cheating will not be tolerated. It is each Participant's responsibility to know and understand the rules as they exist during the Tournament period. Any form of cheating will not be tolerated. If Blizzard determines that a Player, Team, or any of their agents or other representatives is cheating or otherwise interfering with the Tournament, that individual will face penalties determined by Tournament Administration. Examples of cheating would include, without limitation:
- 7.2.7.** Actions to maliciously intentionally alter, or attempt to alter, the results of any match, including losing a match to advance one Team or another Team's position in the Tournament;
- 7.2.8.** Attempts to interfere with another person's connection to the Game service through Distributed Denial of Service (DDoS) or any other means; and
- 7.2.9.** Playing or allowing another person to play on a Battle.net account registered in someone else's name. Teams may use the Battle.net accounts of players who are present at the time of their match.
- 7.2.10.** Withholding or omitting information from Tournament Administration.
- 7.2.11.** Lying to Tournament Administration.
- 7.2.12.** Stream sniping, or any attempt by a team to spectate their own match in progress or get information from a third party spectating the match that the team would otherwise not have access to.

## 8. TOURNAMENT PRIZING

- 8.1. Competition Prizing.** Winning Teams will receive the following prizes based on final Tournament placement, subject to the prize award terms below:

| Final Team Tournament Placement | Prize Per Player on the Team |
|---------------------------------|------------------------------|
| 1st                             | \$150 Battlenet Balance      |

|     |                         |
|-----|-------------------------|
| 2nd | \$100 Battlenet Balance |
| 3rd | \$75 Battlenet Balance  |
| 4th | \$50 Battlenet Balance  |

|                                                                  |                                                                                                                                                                        |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All eligible teams that compete in the Playoffs Tournament phase | One (1) digital Dalaran Flame Hearthstone Card Back (provided that the player does not already have access to the Dalaran Flame Card back on their Battle.net account) |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Tournament Administration reserves the right to substitute a prize of equal or greater value for any prize. All prizes are non-transferable. Any prize won by an eligible Minor will be awarded in the name of a parent or legal guardian. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). STATE, LOCAL TAXES, INCLUDING TAXES WHICH ARE ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All cash prizes will be paid in U.S. currency. Winners will be required to complete and submit to MLG an IRS form W-8 or W9 (IRS W-8 BEN form in the case of Canadians) to receive a prize.

- 8.1.1. Enrollment Verification.** No payment will be granted until Blizzard is able to verify with Winner's financial aid department that Winner is enrolled at the institution. Winner must cooperate with Blizzard and Winner's academic institution in filing or providing any necessary paperwork, attestations or other materials or signatures deemed necessary by Blizzard. Blizzard may, in its sole discretion, decline to award payment in the case of Winner's failure to provide information in a timely fashion requested by Blizzard or the Winner's academic institution, or if Winner's student enrollment lapses for any reason. Prizing shall be paid each academic period after the winner has provided adequate proof of enrollment and ongoing eligibility.

**8.2. Prize Payment Requirements.** In order to receive a prize:

- 8.2.1.** Winners may be required to provide Blizzard, MLG, or designee, with their Blizzard Battle.net account registered in your name by the publisher of the Game during the Tournament, residential address and phone number, student identification number, official transcript from current school, and contact and mailing information for Winner's academic institution financial aid office. No prizing will be disbursed until all required information is provided and the Winner is determined eligible. Once Winner has provided adequate proof of eligibility,

Prizing shall be paid each academic period upon receipt of the school's tuition invoice, until fully disbursed.

**8.2.2.** Winners must notify Blizzard of any change in academic status, such as taking less than the required minimum of eight units (or its full time hourly or credit equivalent), taking a leave of absence, or withdrawing from their academic institution.

**8.2.3.** Winners must be enrolled full-time or part-time each semester according to the requirements of their chosen college, university or graduate school and must make satisfactory academic progress toward a baccalaureate or graduate degree by maintaining a minimum 2.500 cumulative GPA as evidenced by an official school transcript.

## **9. DISCIPLINARY ACTION**

**9.1.** Investigation of and Right to Monitor Compliance. To preserve the integrity of Tournament competition, Tournament Administration will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules, and impose sanctions for violations. Players agree to cooperate with Tournament Administration in any such investigation. The failure by a Participant to cooperate with any internal or external investigation conducted by Tournament Administration or its designee relating to a violation of these Official Rules is itself a violation of these Official Rules, including without limitation being untruthful or withholding, tampering with, or destroying evidence.

**9.2.** Assessment of Penalties

Any violation of the Official Rules by one or more members of a Team will be subject to penalty. The nature and extent of penalties imposed will be determined by Tournament Administration. All decisions of Tournament Administration regarding rules violations or other issues regarding the Tournament are final.

Penalties for rule violations will be assessed by Tournament Administration. These penalties will vary in range between single game loss, to disqualification, in direct relation to the severity of the offense and the number of offenses committed previously by the same team.

## **10. LIMITATIONS OF LIABILITY AND GENERAL RELEASE**

As a condition to being allowed to participate in the Tournament and to the greatest extent permitted by applicable laws and regulations, each Participant agrees to release and hold harmless Blizzard, MLG, and each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives (the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in the Tournament or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs,

injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

IN NO EVENT WILL THE RELEASED PARTIES OR ANY OF THEIR PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE OFFICIAL RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE RELEASED PARTIES OR ANY OF THEIR PARENTS, SUBSIDIARIES, AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

Players acknowledge and agree that the Released Parties and their parents, subsidiaries, and affiliates are not insurers of Players' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION ENTITIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

## **11. GRANT OF RIGHTS**

By agreeing to these Official Rules and participating in the Tournament, each Participant hereby grants to Blizzard, MLG, and each of their respective parents, subsidiaries and affiliates a perpetual, royalty free, fully paid-up, worldwide, right and license (with the right to grant sublicenses) to copy, display, distribute, edit, host, store, transmit, and otherwise use Participant's name, logos, trade or service marks, copyrighted material, nickname, or Blizzard Battle.net account registered in your name by the publisher of the Game during the Tournament,

initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, and backstory("Participant Materials"), and create derivative works thereof, in any and all present and future media whether now known or hereafter created, on any and all platforms and via any method of delivery, on or in connection with (a) any Tournament event (whether in full or in part and whether on a live or delayed basis and all or any part of such event) and the broadcast, streaming, webcast or other distribution of any audio visual, visual and/or audio coverage of any of the foregoing; (b) the marketing and promotion of the Tournament and the Game in general; (c) the exploitation of media rights and any group licensing or other agreements with third parties that are negotiated by Blizzard, MLG or their affiliated companies, and/or (d) the creation, distribution, promotion and sale of hats, shirts or other apparel, footwear, gaming gear or peripherals, novelties, souvenirs, toys, collectibles and any and all other tangible goods or products, including the sleeves, jackets and packaging for such goods or products, and the other products and services of Blizzard, MLG or their affiliated companies. The products, services, media and materials created by exercise of any of the foregoing licenses or rights in clauses (a) through (d) are referred to herein as the "Licensed Materials."

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

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

As between each Participant and Tournament Administration, each Participant is the sole owner of his or her Materials, except that the publisher of the Game is the sole owner of all in-Game player names (or other identifying player names or tags), avatars, gameplay data, and statistics; and any intellectual property belonging to the publisher of the Game.

As between each Participant and Tournament Administration, Tournament Administration will be the sole owner of all of the following (collectively, the "Tournament Materials"):

Licensed Materials and Advertising and Commercial Materials (but not Participant Materials that are incorporated into or used in the Licensed Materials or Advertising and Commercial Materials);

All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Blizzard, MLG, their parents, subsidiaries, and/or



affiliates and that incorporate or make use of all or any part of Participant Materials (but not Participant Materials that are incorporated or used therein and licensed hereunder);

Suggestions, comments and other feedback that a Participant may provide to Blizzard or MLG relating in any way to (a) the Tournament, the Game, or the business of Blizzard or MLG, and (b) all improvements or enhancements to the Tournament, the Game, or the business of Blizzard or MLG resulting from any such suggestions, comments and feedback;

Data and statistics relating to a Participant's play of the Game, and all feeds and data streams of such data and statistics; and

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

## **12. RESOLUTION OF DISPUTES**

**Disputes Regarding League Rules.** Blizzard as final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of all sections of these Official Rules which relate in any way to Tournament competition, including but not limited to all decisions regarding player eligibility, rule interpretation, competition disputes, tiebreakers, prizeing, cheating, disqualification, penalties for rule violations, and player behavior ("Rules Dispute").

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

responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

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

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

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

By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the League Office agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this paragraph are referred to as the "PAGA Waiver".

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

In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii)

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

### **Governing Law.**

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

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.

Changes to this Section. Tournament Administration will provide 60 days' notice of any changes to the terms of these Official Rules regarding resolution of disputes. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

### **13. WINNERS LIST; RULES REQUEST.**

For a copy of the winners list, send a stamped, self-addressed business-size envelope to Blizzard at the address listed below,

"Hearthstone Battlegrounds Collegiate Brawl Spring 2021 - Winners Request, c/o Activision Blizzard Collegiate, P.O. Box 18979, Irvine, CA 92612." To obtain a copy of these Rules, send a stamped, self-addressed business-size envelope to Activision Blizzard Collegiate at the address listed below, "Hearthstone Battlegrounds Collegiate Brawl Spring 2021 - Rules Request, c/o Activision Blizzard Collegiate, P.O. Box 18979, Irvine, CA 92612." Canadian residents may omit return postage.

### **14. MISCELLANEOUS.**

Players acknowledge that the publisher of the Game may patch or update the Game at any time to fix bugs, change balance, or add features, and the Tournament will continue regardless. Tournament Administration is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to

enter the Tournament, including any injury or damage to Participant's or any other person's computer relating to or resulting from participating in this Tournament or downloading any materials in this Tournament. Tournament Administration reserves the right to change any section of these Official Rules at any time in its sole discretion (except with regards to the provisions governing resolution of disputes, which may be changed by Tournament Administration according to the terms of such section), and to suspend, cancel or modify the Tournament or any Participant's participation in the Tournament should viruses, bugs, unauthorized human intervention or other causes beyond Tournament Administration's control affect the administration, security or proper play of the Tournament, or Tournament Administration otherwise becomes (as determined in its sole discretion) incapable of running the Tournament as planned. Due to server capacity and other technical limitations beyond the control of Tournament Administration, Tournament Administration reserves the right to limit the number of Players. Players who violate these Official Rules, tamper with the operation of the Tournament or engage in any conduct that is detrimental or unfair to Tournament Administration, the Tournament or any other Participant (in each case as determined in Tournament Administration's sole discretion) are subject to disqualification from entry into the Tournament. Tournament Administration reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Tournament. If a Participant has any questions about these Official Rules or the Tournament, please email them to [compete@tespa.org](mailto:compete@tespa.org).

#### **15. TOURNAMENT SPONSOR.**

The sponsor of the Tournament is Blizzard

#### **16. COPYRIGHT NOTICE.**

The Tournament, these Official Rules, and all accompanying materials are copyright © 2021 Blizzard Entertainment, Inc. and its respective licensors. All rights reserved. Nothing in these Official Rules or pursuant to your participation in the Tournaments 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 Released Party.

**17. COLLECTION OF PERSONAL DATA.** Blizzard will collect, store and use information collected in connection with the Tournament (including information collected at live events) in accordance with Blizzard's Online Privacy Policy for the applicable region below. By accepting these Official Rules, each Participant also agrees to the terms of the Blizzard Online Privacy Policy.

<http://us.blizzard.com/en-us/company/about/privacy.html>

<http://us.blizzard.com/es-mx/company/about/>

<http://us.blizzard.com/pt-br/company/about/>

<http://eu.blizzard.com/en-gb/company/about/>

<http://eu.blizzard.com/de-de/company/about/>

<http://eu.blizzard.com/fr-fr/company/about/>

<http://eu.blizzard.com/it-it/company/about/>

<http://eu.blizzard.com/pl-pl/company/about/>

<http://eu.blizzard.com/es-es/company/about/>  
<http://eu.blizzard.com/ru-ru/company/about/>  
<http://kr.blizzard.com/ko-kr/company/about/>  
<http://tw.blizzard.com/zh-tw/company/about/>  
<http://us.blizzard.com/en-sg/company/about/>  
<https://www.blizzardgames.cn/zh/legal-cn/privacy>

Blizzard will collect, store and use information collected in connection with the Tournament (including information collected at live events) also in accordance with GameBattles and MLG's Terms of Service and Privacy Policy. By accepting these Official Rules, each Participant also agrees to the terms of the MLG Privacy Policy and MLG Terms of Service as linked below.

[https://accounts.majorleaguegaming.com/privacy\\_policy](https://accounts.majorleaguegaming.com/privacy_policy)  
[https://accounts.majorleaguegaming.com/terms\\_of\\_service](https://accounts.majorleaguegaming.com/terms_of_service)