

Overwatch Flash Ops: Experimental Card Creator Cup Tournament Official Rules

Introduction

The following rules are tailored to the Overwatch® Flash Ops ("**Flash Ops**") by Blizzard Entertainment, Inc. ("**Blizzard**"). These rules apply to the following Flash Ops regions: "Australia" (ANZ), "Europe, Middle East, Africa" (EMEA), and "North America" (NA).

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

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN FLASH OPS ARE GOVERNED BY A BINDING ARBITRATION CLAUSE IN SECTION 13 AND A WAIVER OF CLASS ACTION RIGHTS. THAT CLAUSE AFFECTS YOUR LEGAL RIGHTS AND REMEDIES, AND YOU SHOULD REVIEW IT CAREFULLY BEFORE ACCEPTING THESE OFFICIAL RULES.

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

1 Acceptance of Official Rules

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

- Registering to participate in Flash Ops;
- Signing a Flash Ops Participation Form either in print or digitally;
- Participating in any match that is part of Flash Ops.

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

2 Players

2.1 **Eligibility.** To be able to compete as a “Player” in Flash Ops you must:

- 2.1.1 be in good standing with respect to any Battle.Net accounts registered in your name, with no undisclosed violations of the Blizzard End User License Agreement;
- 2.1.2 be over the age of thirteen prior to the date of the first day of competition in the region, except Players competing in Mainland China must be over the age of sixteen prior to the date of the first day of competition in the region;
- 2.1.3 if, prior to the date of the first day of competition in your region, you are under the age of majority in your country/region of citizenship, you must have written permission from a parent or guardian;
- 2.1.4 reside in Australia, Argentina, Austria, Belarus, Belgium, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Cyprus, Cuba, Czech Republic, Denmark, Dominican Republic, Egypt, El Salvador, Ecuador, Estonia, Finland, France, Germany, Georgia, Greece, Guatemala, Haiti, Honduras, Hungary, Iceland, Ireland, Israel, Italy, Jamaica, Kazakhstan, Kuwait, Latvia, Lithuania, Luxembourg, Malta, Macedonia, Mexico, Morocco, Netherlands, New Zealand, Nicaragua, Norway, Oman, Paraguay, Peru, Poland, Portugal, Puerto Rico, Qatar, Republic of Moldova, Romania, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, or Venezuela, and such other jurisdictions as may be permitted by Blizzard (each, an “**Eligible Jurisdiction**”) and take whatever steps are necessary to comply with all laws of the jurisdiction in which they are a resident in order to participate in Flash Ops;
- 2.1.5 not be a director, officer, or employee of Blizzard, relative of a Blizzard employee, or any entity which controls, is controlled by, or is under common control with Blizzard unless Blizzard has been notified of and has expressly authorized such relationship in writing;
- 2.1.6 not be on the Roster of more than one Overwatch Flash Ops Team in any region at the same time;
- 2.1.7 agree to be bound by these Official Rules;
- 2.1.8 ensure that your participation in Flash Ops is compliant with all laws of the jurisdiction in which you are resident, as well as the region you are competing, and represent and warrant that you will take all steps necessary to ensure such compliance. You must also obtain any necessary visa or other governmental authorization required for your participation in Flash Ops.

2.2 General Eligibility

- 2.2.1 Players may only participate in Flash Ops so long as their participation does not violate applicable local laws and/or the federal, state and local laws of the United States, including any such laws applicable to jurisdictions outside the United States. Players are responsible

for ensuring that their participation in Flash Ops is compliant with all laws of the jurisdiction(s) in which they are a resident, and Players must take all steps necessary to ensure such compliance. Notwithstanding anything to the contrary contained herein, Blizzard shall have the right in its sole and absolute discretion to determine the eligibility of any and all participants. Players acknowledge and agree that your eligibility status as determined by Blizzard may change at any time and such determination shall be final.

- 2.2.2 Players must use an acceptable Player name in Flash Ops competition. Players may use Battle Tags or handles during Flash Ops competition. If a Player does not use his or her legal name, Blizzard reserves the right to restrict or change a Player's tag, handle, or other name in its sole discretion. Blizzard reserves the right to revoke the eligibility of any Player whose Battletag is offensive, toxic, incorporates any Blizzard or third-party intellectual property, or is deemed to be inappropriate or unacceptable by Blizzard, to be determined in the sole discretion of Blizzard.
- 2.2.3 Player names may not include a sponsor name.
- 2.2.4 Player names may not include a product name or description.
- 2.2.5 Player names may not include any words that are purely commercial.
- 2.2.6 Player names must comply with these Rules.

2.3 Player Streaming

- 2.3.1 Players who are competing in an Overwatch Flash Ops match can stream their own gameplay.
- 2.3.2 A broadcast delay is strongly recommended, but not required. Note that streaming without delay is **at your own risk**. Your opponents may have access to additional information about the match if Players stream with no delay.

2.4 Player Rules

- 2.4.1 Players can sign up for only one region.
- 2.4.2 Players can compete on only one team.
- 2.4.3 Players cannot leave team rosters once the registration period has ended.
- 2.4.4 Players must compete on their own "Primary" Blizzard account and cannot use any other alternate account or other individual's account.
 - 2.4.4.1 Players must use a Blizzard Account registered in their legal name.

3 Teams

- 3.1 Teams must have a minimum of 6 Players registered on Game Battles before Team Registration

closes. See your region's tournament page for Team Registration dates and times. Teams with less than 6 players after Team Registration closes will not be eligible to compete.

- 3.2 Teams may have a maximum of 8 Players prior to Team Registration closing. Once Team Registration closes, Teams may not add or remove any players. Note that all Players on team rosters will receive an equal split of Prizing.
- 3.3 Teams can have up to one (1) Overwatch League player on their roster.
 - 3.3.1 An Overwatch League player is defined as either having an Overwatch League contract in place during the 2021 season (including two-way contracts), is currently active, or has a contract under League review.
- 3.4 Teams can have up to two (2) Overwatch Contenders players on their roster.
 - 3.4.1 An Overwatch Contenders player is defined as either having an Overwatch Contenders contract in place during the 2021 season (including two-way contracts), is currently active, or has a contract pending signature with a Contenders organization.
- 3.5 For clarity, Teams are allowed one (1) Overwatch League player and two (2) Overwatch Contenders players for a total of three (3) pro & semipro players.
- 3.6 Administrators may remove Players from teams at their sole discretion.
- 3.7 **Team Leaders.** Each Team must have a single individual designated as "Team Leader." The Team Leader will act as the Team's primary contact for all roster changes, rule disputes, and other communication between Teams and Blizzard. The Team Leader can be used, in all purposes, as a player. This role may be handed to another player on the Team outside of any roster locking periods.
- 3.8 Teams can substitute Players between maps. Substitute Players must be part of the Team's roster.
- 3.9 **Team Name.** Team Names must be approved by Overwatch Flash Ops administrators. Team Names may be denied at any time that may not reflect the professional standards of Blizzard Entertainment. Effected teams will be required to submit and play under another approved name.
- 3.10 Team Names cannot include any sponsor unless approved by Blizzard. Affiliated team sponsors must be present outside of the official Team Name.

4 Prizing

- 4.1 **Team Prizing.** Total Prizing will be \$10,000 USD in North America, and \$7,000 USD in EMEA and Australia. Prizes will be awarded to Players based on final team tournament ranking within 90 days of completion. The prizes below will be paid out to teams, split evenly between all registered users on the Team roster, in accordance with such team's results at the end of the tournament:
 - 4.1.1 **North American Prizing**
 - 4.1.2 First (1st) place: \$5,000

4.1.3 Second (2nd) place: \$2,200

4.1.4 Third (3rd) place: \$1,400

4.1.5 Fourth (4th) place: \$1,400

4.1.6 Europe, Middle East, Africa and Australia Prizing

4.1.7 First (1st) place: \$4,500

4.1.8 Second (2nd) place: \$2,500

4.2 Distribution of Prize Awards. The awarding of prizes is void where prohibited or restricted.

Subject to these Official Rules, Team prizes will be awarded either equally to each of the Players on a winning Team or to the Team Owner (with any discrepancies regarding the team's election determined by Blizzard in its sole discretion). If each Player on a Team agrees in writing to permit the Team Owner to fulfill prizing directly, then Blizzard may elect to pay the total amount of Team prizing directly to the Team Owner. Team Owners and Players may agree to an alternative distribution of prizing in any applicable services agreement that is entered between a Player and Team Owner. Substitutes must play in a match in order to be eligible for payment. Potential Winners ("Potential Winners") are limited to one prize package per Overwatch Flash Ops event. Prizes are non-transferable and not exchangeable for any other prize. In the case of unavailability of a prize, Blizzard reserves the right, in its sole discretion, to substitute a prize of equal or greater value. All cash prizes will be paid in US Dollars (unless Blizzard permits an alternate method of payment). Potential Winners who are eligible for the award of a prize assume all liability for the use of the prize.

4.3 Requirements to Collect a Prize Award. Potential Winners must comply with these Official Rules and winning is contingent upon fulfilling all requirements. Potential Winners shall have no right to any prize unless the conditions set forth in these and any other applicable rules are satisfied. Potential Winners will be notified after the end of Overwatch Flash Ops. Each Potential Winner is required to follow the instructions in the notification. In order to be eligible to claim a prize, each Potential Winner of a prize will be required to fill out and sign, within the prescribed period of time in the notification, an affidavit of eligibility and liability/publicity release form, as well as all applicable governmental and tax forms required to receive a prize, including an IRS form W-8, form W-9 or form 8233 and any other forms required. If treaty benefits are applicable, a foreign person can file (Form 8233 for a nonresident alien and Form W8BEN-E for foreign corporations) to demonstrate that they are entitled to reduced U.S. withholding. Winners will also be required to complete and submit to Blizzard bank account and routing information to receive their cash prize. Winners who accepted prizing in the form of US Dollars and who are residents of the U.S. will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS. Additional paperwork that Blizzard requests, including waivers and releases, must be submitted to Blizzard before Blizzard will provide the Potential Winner with any prize. Following Blizzard's verification of eligibility and compliance with the terms of these Official Rules, the Potential Winner will be declared the winner of the prize. Prizes will be fulfilled approximately 8 – 10 weeks after conclusion of the event and receipt of all necessary documentation. If a Potential Winner cannot be contacted, does not respond, or fails to sign and return the required documentation within fourteen (14) days of the first notification attempt, the Potential Winner forfeits his or her eligibility to claim a prize.

- 4.4 **Costs Associated with Collecting a Prize Award.** Participants are responsible for any and all costs and expenses associated with their prize that are not specifically set forth herein. 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 Participant. For some non-U.S. Participants, 30% of the prize value will be withheld and remitted to the IRS to comply with U.S. tax laws.
- 4.5 **Prizes are not transferable.** All prizes are awarded “as is” and without warranty of any kind, express or implied. ALL 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 U.S. currency, and can take the form of a check or direct deposit, as determined by Blizzard. Winners will be required to complete and submit to Blizzard an IRS form W-8, form 8233, or W-9. If treaty benefits are applicable, a foreign person can file (Form 8233 for a nonresident alien and Form W8BEN-E for foreign corporations) to demonstrate that they are entitled to reduced U.S. withholding. Winners will also be required to complete and submit to Blizzard bank account and routing information to receive their cash prize. Additional paperwork that Blizzard requests, including waivers and releases, must be submitted to Blizzard before Blizzard will provide winner with any prize. Prizes are unable to be fulfilled until conclusion of the applicable Event and receipt of all necessary documentation.

5 Sponsorships

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

6 Structure and Schedule

- 6.1 **Platform.** PC Only
- 6.2 **Game Mode.** 6v6 Competitive
- 6.3 **Teams.** Open signups (“**Open Signups**”) are expected to begin the week of November 29, 2021 and are first come first served. 6 players per team with up to 2 substitutes. A maximum number of 512 team sign-ups will be allowed in North America. A maximum number of 128 team sign-ups will be allowed in Europe, Middle East, Africa, and Australia.
- 6.4 **Format.** The North America region will host a single elimination bracket with a maximum of 512 teams. The Europe, Middle East, Africa, and Australia will each host a single elimination bracket

with a maximum of 128 teams. All brackets are scheduled to begin on Friday, December 10, 2021 and culminate in a final match Sunday, December 12, 2021. All matches will be first-to-two map wins, apart from the final, which will be first-to three map wins.

6.5 Seeding.

6.6 **Seeding.** Seeding for Round 1 will be determined based on average in-game Skill Rating or average player "Match Making Rating" (MMR). Blizzard may, at its sole discretion, modify the seeding of teams in its sole discretion.

6.7 Map Selection

6.7.1 **First Map.** The first map of each map of each round is pre-determined by the Blizzard as follows:

- 6.7.2 Round 1 (512 Teams): Busan
- Round 2 (256 Teams): Oasis
- Round 3 (128 Teams): Ilios
- Round 4 (64 Teams): Nepal
- Round 5 (32 Teams): Lijiang Tower
- Round 6 (16 Teams): Busan
- Round 7 (Quarter-finals): Oasis
- Round 8 (Semi-finals): Ilios
- Round 9 (Finals): Nepal

6.7.3 **Server Selection.** The higher seed (closest to 1) will host the tournament lobby on an Overwatch Custom Game server within the tournament region. All NA matches are played on US Central unless both teams agree on a different location. For all EMEA and ANZ matches, the lobby host should select "Best Available".

6.7.4 **Subsequent Maps.** The losing team from each map will pick the subsequent map according to the rules listed in Sections 6.6.5 and 6.6.6, below. The winning team from each map will choose whether to attack or defend first. Maps are removed from the available pool after being played in the match.

6.7.5 **Available Map Pool.** All maps, excluding "Paris", are available to play.

6.7.6 **Map Rotation.** Maps should be chosen in the order of control (provided) – hybrid – escort – assault. If there is a tie after those map types have been played, control maps should be played to break the tie.

6.8 **Draws.** If any individual map ends in a draw, neither team will be awarded a win and teams will play the next map in the map rotation. The results of the previous map should be used to determine selection.

6.9 **Map Bans.** In an extreme case of a bug existing within a current patch of Overwatch, the tournament administrator may remove that map from the Available Map Pool.

- 6.10 **Results.** All results and disputes must be sent to the Overwatch Flash Ops administrators immediately after the scheduled match time.
- 6.10.1.1 Proof of results are required in case of a dispute. Screenshots and/or recorded video may be used as evidence in case of disputes.
- 6.10.1.2 Alert administrators before start-of-play for all roster and game settings disputes. Contacting administrators after a game has already been agreed upon and played by both teams may result in staying as the game of record, regardless of correct or incorrect game settings, at the tournament administrators' discretion.
- 6.11 **Heroes**
- 6.11.1 **Available Hero Pool.** All heroes will be eligible to play.
- 6.11.2 **Hero Availability.** Heroes will be limited to one per team. Role lock will be enforced, limiting teams to two heroes per role per team.
- 6.11.3 **Hero Bans.** In an extreme case of a bug existing within the current patch of Overwatch, the tournament administrator may enforce a hero ban for any duration of time.

7 Rules and Settings

7.1 Rule Enforcement

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

- 7.1.1 **Proof.** At least one member of each team should take a video or screenshot(s) of each game's results in case proof is needed for a dispute. All proof should be clearly visible and contain the game score, all Players on both teams, and a time stamp.
- 7.1.2 **No Shows.** All no shows must be verified by a Tournament Administration official. The no show grace period time is ten (10) minutes after the match's original start time. For example, if a match is scheduled for 10:00 PM, the no show time for this match would be 10:10 PM. In order to contact a Tournament Administration official use Live Support. If a Tournament Administration official isn't available, a ticket must be submitted immediately. The ticket must include proof that their opponent did not show. To dispute a Match, select "I'm reporting: my opponent did not show" under "report problem" on the Match page.
- 7.1.3 **Time Limit.** Both teams must report the Match results within ten (10) minutes of its completion. Failure to report the match results on time or respond to any messages that a Player receives from a tournament official may result in their Team receiving the loss.
- 7.1.4 Players must report their Match score results on their match page.

- 7.1.5 **Concessions.** Teams may request that they be allowed to concede victory of a game or Match. Teams may request that their opponent not receive a forfeit penalty. A Tournament Administration official must be contacted with these requests. In order to contact a Tournament Administration official use Live Support.
- 7.1.6 **Dispute Evidence.** In the event of a dispute, please provide video / screenshot proof to live support. If a Player is not able to access live support, a Match: Scores Dispute ticket should be created. The URL for the image(s)/video must be attached to a dispute ticket. The issue must be clearly stated as well as the time in the video in which the issue occurred, and/or what the Tournament Administration official should be looking for in the picture/video.
- 7.2 **Scheduling Changes.** Blizzard may, at its sole discretion, reorder the schedule of matches within a given day and/or change the date of a match to a different date or otherwise modify the schedule of matches. If the schedule is thus modified, Blizzard will notify all teams at the earliest convenience.
- 7.3 **Delay of Match Start.** Players must start within 10 minutes of the assigned match time unless a dispute to an administrator has been made. Delays must be reported on the match page. Significant delays beyond 10 minutes may result in penalties at the discretion of tournament administrators.
- 7.3.1 If the previous Round has not concluded, the required match start time is extended until 10 minutes after the final score has been reported of the previous Round or when a Tournament Administrator otherwise dictates.
- 7.3.2 If either team opens a support ticket, matches should not start or continue unless given confirmation by a Tournament Administrator to do so.
- 7.3.3 Teams must inform their opponents immediately after opening a support ticket.
- 7.4 **Match Reporting.** Team Leaders must report the results of the match, including map wins, on their match page.
- 7.5 **Patch.** All matches will be played on the most up-to-date live server Overwatch patch.
- 7.6 **Game Creation and Settings**
- 7.6.1 **Team Responsibilities**
- 7.6.1.1 Teams are responsible for the creation of the Overwatch custom game lobby using the Workshop code provided in Section 7.6.2.2 and on Game Battles
- 7.6.1.2 One of the two team leaders of each match will be responsible for creating the custom game lobby for both teams to join. All custom game lobbies must follow the rules mentioned here within the Flash Ops Experimental Official Rules.
- 7.6.1.3 Team Leaders will be responsible for inviting the remaining members of their team.
- 7.6.2 **Custom Match Settings**
- 7.6.2.1 Presets: Competitive

7.6.2.2 Blizzard will post the applicable Flash Ops workshop code to the GameBattles registration page at, on or before the start of Open Signups for Flash Ops (as described in Section 6.2 of these Official Rules). Participants are required to use the correct Workshop Code for all Flash Ops matches.

7.6.2.3 **Kill Cam Disabled**

7.6.2.4 **Skins Disabled**

7.6.2.5 **“Invite Only”** must be selected within the Custom Game Lobby.

7.6.3 **Server Host**

7.6.3.1 Games must be played on a Game Server within the same region as the Flash Ops tournament region. For example, Flash Ops North America matches must be played on North American game servers.

7.6.3.2 The higher seed (closest to 1) will host the tournament lobby on an Overwatch Custom Game server within the tournament region. All NA matches are played on US central unless both teams agree on a different location. For all EMEA and ANZ matches, the lobby host should select “Best Available”. Both teams can agree to play on another server if desired.

7.7 In-Game Rules

7.7.1 **Pauses**

7.7.1.1 Each team is allowed up to 10 minutes of emergency pause time per map for a total of two maps. Blizzard in its sole discretion may authorize an additional amount of pause time in extraordinary circumstances. *Example: A team may pause the game for 8 minutes on the first map, and 7 minutes on the second map, but may not exceed 10 minutes of pause time on either map and may not pause the game on a third map.*

7.7.1.2 Pauses are only for emergencies such as player disconnects, hardware failure, and internet connection issues.

7.7.1.3 Lobby Hosts must pause the game immediately after requested by any player in the server, within reason.

7.7.1.4 Games must start within 10 minutes of the scheduled time. Delays may result in penalties at Blizzard’s discretion.

7.7.1.5 Pauses used to contact tournament administrators for disputes will not be counted against the time bank.

7.7.1.6 After the time bank is up, teams must forfeit or continue play, unless there is a dispute being sent to tournament administrators.

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

7.7.2.1 Incorrect game settings.

7.7.2.2 Server crash.

8 Spectators

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

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

8.2 **Spectator Streaming.** Spectators may stream Overwatch Flash Ops matches if they comply to the following requirements:

8.2.1 No sponsors or streaming organizations are permitted unless given explicit permission by Blizzard.

8.2.2 No sponsors may be presented on the broadcast at any time. Spectator broadcasts must have a minimum of a 1-minute delay.

8.2.3 Neither the spectator nor the operator of any website where the stream may be viewed can force a viewer to pay a “fee” to be able to view the stream in question. Viewers must be able to view the production for free.

8.2.4 Overwatch Flash Ops content must be limited to non-commercial purposes and must not be shown on linear TV without express and explicit permission from Blizzard.

8.2.5 Blizzard reserves the right to change or terminate this process completely or in part and Blizzard has the right to do so without notice or liability to the streamer/spectator.

9 Technical Issues

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

10 Player Conduct

10.1 Competition Conduct

10.1.1 **Reporting Disruptive Behavior.** Players and teams are responsible for reporting any misconduct, unsportsmanlike behavior, cheating, or other disruptive behavior to the tournament administrators.

10.1.2 **Competitive Integrity.** Teams are expected to play at their best at all points during any Event game and will maintain behaviors consistent with the principles of good sportsmanship, honesty, and fair play. Unfair conduct includes but is not limited to

Collusion, Hacking, Exploiting, Ringing, Intentional disconnection, or other cheating methods. Tournament administrators maintain the sole right in judgement for violations of these rules and standards of integrity for competitive play.

- 10.1.3 **Profanity and Hate Speech.** A player may not use language that is obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, or otherwise offensive or objectionable. Likewise, Players may not promote or incite hatred or discriminatory conduct during the Event.
- 10.1.4 **Disruptive Behavior.** Players may not take any action or perform any gesture directed at another player, event official, fan, or any other party or incite others to do the same which is abusive, insulting, mocking, or disruptive.
- 10.1.5 **Non-Compliance.** No Team Member may refuse or fail to apply the reasonable instructions or decisions of event officials.
- 10.1.6 **Subjection to Penalty.** Any person found to have engaged in any act which the tournament administrator believes breaks any of the rules in this document or does not align with the spirit of these rules, in the sole discretion of the tournament administrator, will be subject to penalty. The nature and extent of the penalties imposed will be in the sole discretion of the tournament administrators.
- 10.1.7 **Penalties.** The following are a list of penalties which may be incurred for any violation.
 - 10.1.7.1 Verbal Warning(s)
 - 10.1.7.2 Loss of Side Selection for Current or Future Game(s)
 - 10.1.7.3 Prize Forfeiture(s)
 - 10.1.7.4 Map Forfeiture(s)
 - 10.1.7.5 Match Forfeiture(s)
 - 10.1.7.6 Suspension(s)
 - 10.1.7.7 Disqualification(s)

11 Official Rules Updates

- 11.1 The field of professional esports competitions is still relatively new and changing rapidly, and these Official Rules will evolve in real time to keep pace with those changes. Accordingly, in its sole discretion, Blizzard (a) may update, amend or supplement these Official Rules from time to time; and (b) may interpret or apply these Official Rules by releasing bulletins, notices, explanatory videos, online postings, e-mail and/or other electronic communications that provide instructions and guidance to Participants. Blizzard's authority, responsibility, obligations and consent rights as expressed herein will be exercised in Blizzard's sole discretion. Any material changes to these Official Rules will be provided to the Participants prior to the next Flash Ops event in which the changed rules will apply. Participation in Flash Ops will constitute acceptance of the changed rules. Changes to Section 12 will be governed by the provisions in that section.

12 Limitations of Liability and General Release

- 12.1 As a condition to being allowed to participate in Flash Ops and to the greatest extent permitted by the applicable laws and regulations, each Participant agrees to release and hold harmless Blizzard and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and other representatives from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with their participation in Flash Ops or delivery, mis delivery, 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.
- 12.2 IN NO EVENT WILL BLIZZARD OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE UNDER THESE LEAGUE RULES TO ANY PARTICIPANT, OR ANY PERSON OR ENTITY CLAIMING RIGHTS DERIVED FROM ANY PARTICIPANT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, AND/OR DAMAGES FOR LOSS OF DATA, REVENUE, PRIZES OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LEAGUE OFFICE, BLIZZARD OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3 To the fullest extent permitted by applicable law, each Participant acknowledges that he/she is aware of the risks, dangers and hazards associated with esports competitions and he/she freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting from his/her participation in such activities.
- 12.4 Participants acknowledge and agree that Blizzard are not insurers of Participants' property or personal safety. If a Participant feels the need for insurance, such Participant should obtain it from a third party.

13 Grant of Rights

- 13.1 By agreeing to these Official Rules and participating in Flash Ops, each Participant hereby grants to Blizzard and its 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 and otherwise use the Participant's name, logos, trade or service marks, copyrighted material, nickname, BattleTag (or replacement tags), logo, initials, likeness, image, photograph, animation, avatar, autograph, voice, video or film portrayal, public persona, game play data and statistics, biographical information, backstory and any streams of the Overwatch

game or streams of any other Activision Blizzard, Inc. video game in which the Participant participates ("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 Flash Ops 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 Flash Ops and Overwatch in general; (c) (i) the exploitation of media rights, (ii) the creation and sale of in-game or digital merchandise, and (iii) any group licensing or other agreements with third parties that are negotiated by Blizzard; 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. 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."

- 13.2 Advertising and Commercial Materials. The grant of rights and licenses in Section 13.1 includes, but is not limited to, the perpetual, royalty-free, fully paid-up, worldwide right and license (but not the obligation) of Blizzard (and its 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's (or its 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 (or its sublicensees) for Flash Ops or Overwatch from time to time (the foregoing, the "Advertising and Commercial Materials").
- 13.3 Ownership of Advertising and Commercial Materials, Feedback, Stats and Suggestions.
- 13.4 As between each Participant and Blizzard, each Participant is the sole owner of Participant Materials, except that Blizzard is the sole owner of all BattleTags (or replacement tags), avatars, game play data and statistics and any intellectual property of Blizzard included in streams of Overwatch or other Activision Blizzard video games.
- 13.5 As between each Participant and Blizzard, Blizzard will be the sole owner of all of the following (collectively, the "Flash Ops Materials"):
- 13.6 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);
- 13.7 All other works of authorship, audio-visual works, artwork, compilations, data and documentation that are created by or for Blizzard 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);
- 13.8 Suggestions, comments and other feedback that a Participant may provide to Blizzard relating in any way to (a) Flash Ops, Overwatch or the business of Blizzard, and (b) all

improvements or enhancements to Flash Ops, Overwatch, or the business of Blizzard resulting from any such suggestions, comments and feedback;

- 13.9 Data and statistics relating to a Participant's play of Overwatch, and all feeds and data streams of such data and statistics; and
- 13.10 Intellectual property rights in each of the foregoing existing anywhere in the world.
- 13.11 Works for Hire; Assignment.
- 13.12 If a Participant at any time creates, develops or invents any Flash Ops Materials, the parties acknowledge and agree that all copyrightable Flash Ops Materials, and all elements, portions and derivative works thereof, shall be created for Blizzard as "works made for hire" and that all copyrights in and to such Flash Ops Materials, and in all elements, portions and derivative works thereof, shall vest automatically in, and belong to, Blizzard. If, however, by operation of law or otherwise, such Flash Ops Materials or any element, portion and derivative works thereof are not deemed a "work made for hire" or for any reason do not automatically vest in Blizzard and/or if there are any patents, trademarks, know-how or other intellectual property rights in the works that do not automatically accrue to Blizzard under the preceding sentence, the Participant hereby assigns (and agrees at the time of creation to assign) to Blizzard and/or its designee, in each case for no additional consideration, by way of present assignment of future copyright and other intellectual property rights, all worldwide rights, title and interest, including all copyright and other patent, trademark and other intellectual property rights worldwide, in and to all Flash Ops Materials (and in all elements, portions and derivative works thereof) and agrees to take, at the expense of Blizzard or its designees, any and all such other actions reasonably deemed appropriate by Blizzard or its designee in furtherance of such assignment, including, without limitation, the execution and delivery to Blizzard or its designee of any further instruments of assignment reasonably requested by Blizzard or its designee.
- 13.13 Waivers
- 13.14 By agreeing to these Official Rules, each Participant hereby waives, and agrees not to assert, any (a) rights of prior review and/or approval of any of the Licensed Materials or Advertising or Commercial Materials, and (b) moral or other equivalent rights (if any) to which he/she is or may become entitled under Applicable Law in relation to the Licensed Materials, Advertising and Commercial Materials, or to his/her participation in Flash Ops or Blizzard events. Nothing in these Official Rules requires Blizzard to make use of any of the rights or licenses granted herein.
- 13.15 Collection of Personal Data
- 13.16 Blizzard will collect, store and use information collected in connection with Flash Ops and Flash Ops events (including information collected at live events) in accordance with Blizzard's online privacy policy (the "Blizzard 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>

- 13.16.1 Blizzard will collect, store and use information collected in connection with Flash Ops and Flash Ops events (including information collected at live events) also in accordance with GameBattles & Major League Gaming's online privacy policy & Terms of Service (the "Major League Gaming Privacy Policy" & the "Major league Gaming Terms of Service"). By accepting these Official Rules, each Participant also agrees to the terms of the Major League Gaming Privacy Policy & Major League Gaming Terms of Service as linked below.

https://accounts.majorleaguegaming.com/privacy_policy
https://accounts.majorleaguegaming.com/terms_of_service

14 Resolution of Disputes

- 14.1 **Disputes Regarding Official Rules.** Blizzard has final, binding authority to decide disputes with respect to the breach, termination, enforcement, or interpretation of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of these Official Rules ("**Rules Dispute**").
- 14.2 **Binding Arbitration for Arbitration Disputes.** Any dispute, claim or controversy that Blizzard may have against a Participant or that a Participant might have against Blizzard, and any dispute, claim or controversy arising out of or relating to Flash Ops or these Official Rules or the validity thereof, including the determination of the scope or applicability of these rules to arbitrate, and that is not otherwise subject to Blizzard's final, binding authority (whether under Section 12.1 or under separate written agreements entered into with Blizzard or its affiliates) or otherwise subject to arbitration under separate written agreements entered into with Blizzard ("**Arbitration Dispute**") will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Los Angeles, California. All matters relating to the arbitration, including any final award, will be considered the confidential information of the parties to the Arbitration Dispute. The parties to any Arbitration Dispute agree that they will only file with the court the portions of the award necessary to enter judgment and enforce the award and that they will make every effort to exclude confidential information from what is to be filed with the court, with any disagreements related thereto to be decided upon by the arbitrator prior to any court filing. The decision of the arbitrator will be final and binding on the parties to the Arbitration Dispute, and any award of the arbitrator may be entered in any court of competent jurisdiction. This Section 12.2 will not preclude a party to a dispute from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in respect of Arbitration

Disputes or preclude Blizzard from seeking and obtaining from any court of competent jurisdiction (without the need for Blizzard to post any bond or other security) temporary and/or preliminary injunctive relief against a Participant for any breach by the Participant of the terms of these Official Rules. Except as otherwise provided by these Official Rules or applicable law, each party to any legal action or proceeding brought against the other party will be responsible for his/her/its own attorneys' fees, experts' fees, court costs and all other expenses sustained in the course of such litigation (including any appeals).

14.3 Class Action and PAGA Waivers.

- 14.3.1 By agreeing to these Official Rules, each Participant agrees that any arbitration will be limited to the Arbitration Dispute between Blizzard and the Participant individually.
- 14.3.2 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) a claim by, or on behalf of, other persons, will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Participant and Blizzard; (ii) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a class-action, collective action, private attorney general or representative action basis (other than an action brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"), separately addressed in Section 14.3(c) below) or to utilize class action, collective action, or non-PAGA private attorney general or representative action procedures; and (iii) the Participant will not have the right to participate as a class representative, collective action representative, or non-PAGA private attorney general, or as a member of any class, collective action, or non-PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does any Participant or Blizzard agree to class, collective, non-PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of Section 12.3.1 and this Section 12.3.2 are referred to as the **"Class Action Waiver"**.
- 14.3.3 By agreeing to these Official Rules, each Participant acknowledges and agrees that: (i) there is no right or authority for any Rules Dispute or Arbitration Dispute to be arbitrated, adjudicated, or resolved through court proceedings on a PAGA basis, or to utilize PAGA procedures; and (ii) the Participant will not have the right to participate as a private attorney general, representative, or as a member or claimant of any PAGA private attorney general or representative action for any Rules Dispute or Arbitration Dispute. Under no circumstances does the Participant or the League Office agree to PAGA private attorney general or representative action procedures in arbitration or court proceedings or the joinder of claims in arbitration or court proceedings. The foregoing provisions of this Section 12.3.3 are referred to as the **"PAGA Waiver"**.
- 14.3.4 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a class action, collective action, or non-PAGA private attorney general or representative action; and (ii) all or part of the Class Action Waiver is found to be unenforceable, the class action, collective action, or non-PAGA private attorney general or representative action to that extent must be litigated in a civil court of a competent jurisdiction within Los Angeles, California, but any individual claims for which the Class Action Waiver is deemed enforceable must be litigated separately in arbitration. The Class Action Waiver will be severable in any

case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

- 14.3.5 In any case in which: (i) the Rules Dispute or Arbitration Dispute is filed or pursued as a PAGA private attorney general or representative action; and (ii) the PAGA Waiver is found to be unenforceable, then: (i) the unenforceable provision will be severed from this agreement; (ii) severance of the unenforceable provision will have no impact whatsoever on the arbitration of any remaining claims on an individual basis pursuant to Section 12.3 of this agreement; and (3) any PAGA representative or private attorney general action must be litigated in a civil court of a competent jurisdiction. To the extent there is any Rules Dispute or Arbitration Dispute to be litigated in a civil court of competent jurisdiction on a PAGA private attorney general or representative action basis because the PAGA Waiver is deemed unenforceable with respect to that Rules Dispute or Arbitration Dispute, then the parties agree that litigation of that Rule Dispute or Arbitration Dispute will be stayed pending the outcome of any individual claims in arbitration. The PAGA Waiver will be severable in any case in which the Rules Dispute or Arbitration Dispute is filed or pursued as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

14.4 **Governing Law.**

- 14.4.1 All Rules Disputes and Arbitration Disputes will be governed by and construed under the laws of the United States of America and the law of the State of New York, without regard to choice of law principles, provided that Blizzard will have the right to disqualify any Participants that are rendered ineligible to participate due to local law. This selection of governing law shall supersede any prior choice of law contained in any prior version of the Official Rules executed by the Participant.
- 14.4.2 Participants agree to be bound by these Official Rules and by the decisions of Blizzard with respect to the disciplinary actions imposed for their violation, which are final and binding in all respects.
- 14.4.3 In recognition of Flash Ops's status as a global league, Blizzard will endeavor to provide official translations of these Official Rules. In the event of any conflict between the English version and any translation of these Official Rules, the English version will control.
- 14.5 **Changes to this Section.** Blizzard will provide 60 days' notice of any changes to this Section 14. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.