

**2017 HEROES OF THE STORM®**  
**HEROES GLOBAL CHAMPIONSHIP**  
**EUROPE QUALIFIERS**

**OFFICIAL COMPETITION RULES, TERMS AND CONDITIONS**

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# 1. INTRODUCTION

These 2017 Heroes of the Storm – Europe Qualifiers Official Competition Rules, Terms and Conditions govern the grounds for and competitive play of Heroes of the Storm in the 2017 Heroes of the Storm – Heroes Global Championship Europe Qualifiers.

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

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

# 2. THE EUROPE HGC QUALIFIER QUALIFIERS

## 2.1. Acceptance of the Official Rules.

- (a) If you are a player you may accept these rules by signing or accepting a participation agreement, either in print or online. You also indicate your acceptance to these Official Rules if you enter and participate in any game or match that is part of the Qualifiers.
- (b) If you are under the age of majority (as described below), your parent or legal guardian must accept these Official Rules on your behalf.
- (c) If you (or your parent or legal guardian if you are a minor) do not accept these Official Rules, you may not participate in the Qualifiers. If you are a player and you do not meet the player eligibility requirements in Section 3 below, you may not participate in the Qualifiers.
- (d) Should your Team qualify for the HGC League and finish the HGC League without being disqualified or penalized for a violation of the HGC Rules, your team will receive a prize of at least USD \$50,000 and could win a prize of as much as USD \$70,000 depending upon where your Team finishes in the HGC League.

- (e) Teams who are separate entities, such as a corporation, LLC, etc., whose players qualify for the HGC League must accept these rules by signing a Team Acknowledgement, which will be provided to the authorized signatory for the Team upon the earlier of the Team's qualification for the HGC League, or by making a request for a copy of the Team Acknowledgement from Blizzard.

## 2.2. Applicability of the Official Rules.

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

## **3. PLAYER ELIGIBILITY REQUIREMENTS**

### 3.1. Regional Eligibility.

You may participate in the Qualifiers as a player if, as of November 1, 2016, you are a citizen or legal resident of one of the following countries: Austria, Belarus, Belgium, Bosnia and Hercegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Moldova, Romania, Russia, Serbia,

Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, and the United Kingdom.

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

### 3.2. Residency Requirements.

- (a) If you want to participate in the Qualifiers as a player you must provide Blizzard with proof that you are either a citizen or a legal resident of one of the Eligible Countries identified in Section 3.1 above.
- (b) For the purposes of this Qualifiers, a "citizen" is a participant who is a citizen of an Eligible Country, and a "resident" is a participant who has resided in an Eligible Country for at least six consecutive months prior to the first match of the Qualifiers.
- (c) In order to prove citizenship or residency, you must provide Blizzard with a Battle.net Account for verification purposes, and the country of residence of your Battle.net Account must be one of the Eligible Countries set forth above. Your BattleTag must match the tag of your public persona and Blizzard must pre-approve your BattleTag before you can enter the Qualifiers, and you are not eligible to change the approved BattleTag until the end of the HGC.
- (d) You will be required to provide Blizzard with a copy of a valid photo ID with a current address within your country of residence, or another government-issued document which is accepted by the respective Eligible Country's government as a valid photo ID. Examples of acceptable and unacceptable identification are outlined below:

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

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

### 3.3. Minimum Age Requirements.

- (a) You may participate in the Qualifiers if you have reached the age of majority in your jurisdiction of residence as of November 1, 2016.
- (b) If you are under the legal age of majority in your jurisdiction of residence, but over the age of 13 as of November 1, 2016, you may still enter the Qualifiers and participate as a player if you otherwise meet all of the eligibility criteria set forth in these Official Rules and one of your parents or legal guardians reads and accepts these Official Rules on your behalf.
- (c) If you are a minor, in addition to your parents or legal guardians reading and accepting the rules, it is important to keep them informed of your participation in the Qualifiers. Should you



qualify for the HGC, your parents or legal guardians must be involved in assisting with travel, signing waivers and communication.

#### 3.4. Ineligible Players.

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

## 4. TEAM RULES AND REQUIREMENTS

#### 4.1. Participation in the Qualifiers.

- (a) The Qualifiers are a team-based competition. Teams are comprised of five (5) players, each of whom must be an Eligible Participant. None of the Team Members may be associated with more than one Team in the Qualifier.
- (b) Teams must elect one Team Manager either from within the roster of five (5) Eligible Participants who make up the Team or add a sixth (6th) member to the Team who will not be considered an Eligible Participant. The role of the Team Manager is to be the primary point of contact for the Team.
- (c) Each Team that qualifies for and chooses to participate in the Qualifiers will formally register its five starting players and its Team manager on the platform hosting the Qualifiers (<https://battlefy.com/blizzard-entertainment-heroes>). Teams must identify their Team Manager before the start of the Qualifiers by noting that person on the appropriate Battlefy page. If a sufficient page on Battlefy does not exist Teams must indicate the Team manager to the tournament administration staff.
- (d) One person cannot be a Team Manager in two or more Teams simultaneously.

#### 4.2. Active Roster.

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

- (b) Only players who are on the Active Roster at the conclusion of the Team's final game of the Qualifier will be eligible to receive prizes from Blizzard.

#### 4.3. Roster Locks and Changes.

- (a) Teams may only consist of five (5) players and a Team manager.
- (b) Teams must submit their roster 48 hours in advance of their first match in each qualifier to be eligible for play per individual qualifier.
- (c) Registration closes forty-eight (48) hours prior to the first match of the Qualifiers. All rosters submitted before this time are considered final once registration closes and no new rosters will be accepted.
- (d) Teams that qualify for the Heroes Global Championship Europe will not be allowed to change any of their Team members between the Qualifier and the start of the HGC.

#### 4.4. Team Name

- (a) Team name must be deemed appropriate by Blizzard. Blizzard reserves the right to ask Teams to change their name or to directly change Team names that are seen as unfit for the tournament.

## 5. QUALIFIERS STRUCTURE

#### 5.1. Entry into the Qualifiers.

- (a) The Qualifiers are online, open Heroes of the Storm tournaments. Teams may sign up only as groups of five (5) players with an additional member noted as their Manager who may not play in the Qualifiers. All matches within the Qualifiers up to and not including the Semifinal will be best of three (3). All Semifinals will be best of five (5).
- (b) All members who sign up to compete in the Qualifiers must list their Battle.net tag on the relevant Battlefy pages to each individual Qualifier.

#### 5.2. Qualifiers Rules; Format

- (a) All Qualifier brackets will be single elimination brackets.

- (b) Additional matches may be required to play if a Team is disqualified from, or elects not to play in, the HGC after qualifying previously. These matches will be best of five (5).
- (c) In each Qualifiers match, two Teams will compete against each other by playing Heroes of the Storm on Battle.net servers operated by Blizzard. Matches will be played in the “Custom” game mode and “Standard” lobby mode.
- (d) The following nine battlegrounds will be available for play, provided that they are available in game:

Battlegrounds Available for Play	
Battlefield of Eternity	Sky Temple
Braxis Holdout	Tomb of the Spider Queen
Dragon Shire	Towers of Doom
Cursed Hollow	Warhead Junction
Infernal Shrines	

- (e) Each match will begin with an initial battleground selection process. One Team will be chosen at random to start the process (here labeled “Team A”), and will begin by banning one battleground. The other Team (“Team B”) will then ban one battleground. Team A will then select a battleground from the remaining (unbanned) battlegrounds. Banned battlegrounds are not eligible for play throughout the entire match.
- (f) Players will be able to select from any heroes that are available to them on their Battle.net accounts and that have been commercially released in the region of play for at least two weeks before the match, except that Blizzard, in its sole discretion, may restrict certain heroes from the Qualifiers at any point during the Qualifiers. Eligible Participants must have access to at least fourteen heroes in order to participate in the Qualifiers.
- (g) Each game within a match will begin with a drafting process to determine which heroes each Team will play. Each Team will have a window of time in which to ban and pick heroes. If a Team runs out of time, its pick or ban will be randomly selected. The Team that began the battleground selection process (Team A) will go second during the first game’s hero selection process, in the following sequence:

Hero Selection Sequence

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

- (h) In the following games of a match, the losing Team of the previous game will have the choice for battleground selection or first hero pick in draft. Battlegrounds may not be repeated during a match.
- (i) Each Qualifier game's must be drafted using an online draft tool as designated by Blizzard.

5.3. Qualifiers Rules; Communication with Administrators and Competitors.

- (a) All Team Managers and at least one (1) player from each Team is required to be in the appropriate Discord application channels, listed on the individual Battlefy pages per Qualifier. Multiple members of a Team are allowed and encouraged to be in attendance during the Qualifiers.
- (b) All communication with administration staff must be done through Discord to be considered official.
- (c) All communication inside of the game, during play, must be restricted to these phrases: GLHF, GG, Pause, or PP.
- (d) All Team Managers and at least one (1) member of each Team must accept Battle.net friend requests from the opposing Teams that they are to play in the bracket.

5.4. Qualifiers Rules; Spectators.

- (a) Spectator slots are exclusively reserved for Observers of streams, Casters, and Administration staff. No other persons are allowed to spectate tournament games inside of the Heroes of the Storm client.

5.5. Qualifiers Rules; Pauses

- (a) Teams may pause a total of three (3) times per game. The amount of pause time must not exceed five (5) minutes per game per Team.
- (b) Pauses may only be used in the case of an emergency.
- (c) Referees reserve the right to unpause a game at any time and to extend pause time at any time.

5.6. Qualifiers Rules; Bugs & Exploits

- (a) Any use of a known bug or exploit will result in the Team using the bug or exploit being removed from the tournament and the player being barred from the remainder of the Qualifiers.
- (b) Known bugs and exploits are defined as anything made known previous to the game in question by the administrators or any report that is public on the official bug report forums, the Heroes of the Storm Subreddit (/r/heroesofthestorm) or any form of social media.

5.7. Qualifiers Rules; Hosting the Game Lobby & Server Selection

- (a) The Team that chooses the battleground, as designated above, for game one (1) of a match will host the Lobby and elect which server the game will be played on. All members in the lobby are required to set their preferred server to the server notated by this Team.
- (b) Each subsequent game will swap lobby creation and server host rights for the remainder of the match.

5.8. Qualifiers Rules; Game Forfeitures.

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

5.9. Qualifiers Rules; Starting and Reporting Matches.

- (a) Administrators will inform Teams when they are allowed to start their matches. This will be communicated through the official Discord channel.

- i) Teams may converse as a group with an administrator to start their game earlier so long as the administrator approves this process.
- (b) Teams are required to report their matches to the Administrators via Discord. This can be done either in a private message or in the main group chat.

5.10. Qualifiers Rules; Replays.

- (a) All players are required to retain their replays for at least fourteen (14) days after the event has finished.
- (b) Administrators may request replay files from players at any time. Failure to provide these replay files will result in disqualification from the Qualifiers.
- (c) Any Team that Qualifies for the HGC is automatically required to submit all replays to the Administrators.
- (d) Administrators will communicate directly with all persons who have their replays requested in order to obtain the replays in a method that is feasible for all parties.

5.11. Prize Awards.

- (a) Each of the Active Roster members of the Teams that finish in the top two (2) positions of each Qualifier will earn an invite to compete at the HGC League and attend the HGC Player Summit that includes: (i) round trip coach air fare from the regional airport nearest the Team Member's residence to Irvine, California (Blizzard may substitute ground transportation for airfare, in its sole discretion, if the winner(s) are within driving distance to such site); and (ii) up to five (5) nights lodging (double occupancy) at a hotel of Blizzard's choice, meals and ground transportation, as determined by Blizzard, in its sole discretion. The approximate retail price of this Player Summit attendance prize package is estimated at \$2,500.00 U.S.D., depending upon the cost of travel for the Active Roster members of the Teams to attend the HGC Player Summit. All travel must take place on the dates and times as specified by Blizzard.
- (b) Teams who qualify for the HGC are required to immediately begin the visa, or relevant documentation, process to travel abroad from their country to the United States and Europe, whichever is relevant, at his or her own cost and expense.

- (c) All Eligible Participants must be verified by Blizzard to ensure their eligibility prior to being declared a winner and/or receiving any prize. Display of statistics in the game (*e.g.*, on a leaderboard) during the Qualifiers does not entitle any Eligible Participant to a prize. In the event of a dispute as to the identity of any winner, Blizzard will resolve the dispute using the email addresses of Team Members used on the Battle.net Account.
- (d) As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed affidavit of eligibility and acceptance of these Official Rules and an indemnity and release of liability. In the event that a winner is under the age of majority, the winner's parent or legal guardian will be required to execute and deliver such documents. Failure to return a signed affidavit and related documents within seven days may result in forfeiture of prize. Potential winners are responsible for ensuring return of all required materials; proof of sending will not be considered proof of receipt by Blizzard.
- (e) Blizzard will post a list of winners at <http://heroesofthestorm.com/esports> no later than January 10, 2017. The list will remain available until May 31, 2017.

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

### 6.1. Behavior.

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

### 6.2. Cheating.

- (a) Players must compete to the best of their ability at all times. Any form of cheating by any Team Member will not be tolerated. All Team Members are prohibited from influencing or manipulating a Qualifiers game or match so that the outcome is determined by anything other than its merits. Blizzard may install software on computers used in Qualifiers events that is specially designed to detect cheating. Examples of cheating would include:
- Collusion, match fixing or any other action to intentionally alter, or attempt to alter, the results of any game or match;
  - Attempts to interfere with another player's connection to the game service through Distributed Denial of Service (DDoS) or any other means; and
  - Tampering with the entry process or the operation of the Qualifiers;
  - Allowing an individual who is not the registered owner of a Battle.net Account to play on that Battle.net Account in Heroes of the Storm or any other Blizzard game.
- (b) If someone asks you to bet on any Qualifiers game or "fix" the outcome of a game, you must immediately report this contact to Blizzard using the following email address: [esportsteam@blizzard.com](mailto:esportsteam@blizzard.com).

### 6.3. Illegal and Unethical Conduct.

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



6.4. Anti-Harassment.

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

6.5. Gambling.

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

6.6. Alcohol and Drugs.

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

6.7. Non-Disparagement.

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

6.8. Interviews and the Media. Team Members must be polite to spectators and media.

6.9. Restricted Sponsorships.

- (a) Blizzard wants you to be successful in your efforts to build your own brand and sponsorship opportunities. However, in order to preserve the reputation of Blizzard and the Qualifiers, Blizzard needs to place some restrictions on sponsor categories.
- (b) The following sponsor categories will not be allowed for any Team Member participating in the Qualifiers and/or Qualifier Events:
  - Pornography (or materials that Blizzard, in its sole discretion, determines are the equivalent of pornography);
  - Alcohol;
  - Tobacco or cigarettes, including vaping products;
  - Firearms;
  - Gambling, including websites that offer gambling;
  - Any person or entity that offers products or services that Blizzard determines are detrimental to Heroes of the Storm, the Qualifiers or Blizzard's business or that give one

player an unfair advantage over another player, including hacking, gold selling services, account sellers and key sellers.

- (c) In addition, Blizzard needs to preserve the right to have enterprise-wide sponsorships or sponsorships for particular game titles or particular events in order to fund the development and expansion of the Qualifiers and Heroes of the Storm. Accordingly, Blizzard may designate certain sponsors or product categories as “reserved.” Team Members participating in the Qualifiers and/or Qualifier Events will not be permitted to accept sponsorships from reserved sponsors or in reserved categories.

#### 6.10. Disciplinary Action.

- (a) In order to preserve the integrity of the Qualifiers and Blizzard’s reputation for open and fair competition, Blizzard will have the right to monitor compliance with these Official Rules, investigate possible breaches of these Official Rules and impose sanctions for violations. You agree to cooperate with Blizzard in any such investigation.
- (b) If Blizzard determines that a Team Member has been cheating or has otherwise violated these Official Rules, the Team Member may be immediately disqualified and removed from the Qualifiers. In addition, Blizzard may, in its sole discretion:
- Issue a warning to the Team Member and/or his or her Team and publish that warning on Heroes of the Storm sites;
  - Disqualify the Team Member and/or his or her Team from participating in any future Heroes of the Storm tournaments or events;
  - Revoke all or any part of the points and prizes previously awarded to the Team Member or his or her Team;
  - Terminate all licenses granted to the Team Member for Blizzard titles, including Heroes of the Storm; and/or
  - Terminate all Battle.net accounts that are held by the Team Member.
- (c) Blizzard’s determination as to the appropriate disciplinary action will be final and binding. Blizzard reserves the right to lock out Team Members whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Qualifiers.

- (d) Should an entire Team be disqualified from the Qualifiers by Blizzard, either before or after the Qualifiers has started, then Blizzard will have the option to replace the disqualified Team with the last Team that was defeated by the disqualified Team. In the event of such a disqualification, the replacement Team will take the place of the disqualified Team in the Qualifiers.
- (e) The failure by a Team Member (or his or her parent or legal guardian if a minor) to cooperate with any internal or external investigation that Blizzard conducts relating to a violation of these Official Rules or applicable law is, itself, a violation of these Office Rules.

## **7. LIMITATIONS OF LIABILITY AND DISCLAIMERS**

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

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

## 7.2. Disclaimers.

- (a) You agree that Blizzard and the other members of the Blizzard Group are not responsible for:
- Any late, lost, misrouted, garbled or distorted, inaccurate, incomplete or damaged transmissions or entries;
  - Telephone, electronic, hardware, software, network, internet, or other computer- or communications-related malfunctions or failures;
  - Any Qualifiers disruptions, injuries, losses or damages caused by events beyond the control of Blizzard (although Blizzard will take reasonable precautions to ensure reasonable safety); or
  - Any printing or typographical errors in any materials associated with the Qualifiers or Qualifier Events.
- (b) All prizes are awarded “AS IS” and **WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED** (including any implied warranty of merchantability or fitness for a particular purpose).

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

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

# 8. USE OF YOUR BRAND MATERIALS AND PERSONAL DATA

## 8.1. License to Use Your Brand Materials.

- (a) Blizzard wants to help promote you as a member of an elite Team and help you develop your personal brand. To do that, Blizzard needs a license to use your name, nickname, BattleTag, logo, initials, likeness, image, photograph, animation, autograph, voice, public persona,

biographical information and backstory (“**Your Brand Materials**”). Blizzard also wants to use Your Brand Materials to promote Blizzard, Heroes of the Storm and our other products and services, and you agree that Blizzard may do that.

- (b) Accordingly, you hereby grant to Blizzard and the other members of the Blizzard Group a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive right and license (with the right to grant sublicenses) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, in any and all present and future media, on or in connection with (i) the broadcast, re-broadcast and/or streaming (including via internet transmission and wireless networks) of all or any part of the Qualifiers (including any scrimmages, games, matches or other competitions that are part of the Qualifiers) or any Qualifiers Event, and/or (ii) the advertising, marketing, distribution, promotion and sale of the products and services of the Blizzard Group, including Heroes of the Storm and the Qualifiers.

## 8.2. Advertising Materials.

- (a) The grant of rights and licenses in Section 8.1 includes the right and license of Blizzard and the other Blizzard Group members (and their respective sublicensees) to copy, display, distribute, edit, transmit, host, store and otherwise use Your Brand Materials, and create derivative works thereof, on or in connection with:
- Websites of Blizzard and its streaming and broadcast partners;
  - Social media postings;
  - Print and online advertising and content;
  - Network, cable and local television and radio;
  - Newspaper and magazine advertising and content;
  - Online advertising and content, including banners, leaderboards and skyscrapers;
  - Outdoor and indoor billboards, posters, signs and displays;
  - Product catalogues, point-of-sale materials, hang tags, product packaging and instruction manuals;
  - Press releases, newsletters and e-alerts; and

- Hats, shirts and other apparel and gaming gear and peripherals.
- (b) You hereby waive, and agree not to assert, any rights of prior review and/or approval of any of the Advertising Materials that you may have under applicable law. Nothing in these Official Rules requires Blizzard or a member of the Blizzard Group to make use of any of the rights or licenses granted herein.
- (c) You agree to take, at Blizzard's expense, any further action (including execution of affidavits and other documents) that Blizzard reasonably requests to effect, perfect or confirm Blizzard's rights as set forth in these Official Rules.

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

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

8.4. Collection of Personal Data.

- (a) Blizzard collected the information necessary to operate the Qualifiers at the time that you registered your Battle.net Account, and without limiting Blizzard's rights under its Online Privacy Policies, Blizzard will use such information to contact you for matters and events related to the operation of the Qualifiers. Note that the data controller for the Qualifiers is Blizzard Entertainment, Inc., and the data collected by its affiliate, Blizzard Entertainment SAS, will be transferred to the United States of America in accordance with the EU Model Clauses. The details of each entrant (e-mail address) will be transmitted by the Blizzard Entertainment, Inc.'s server, which will process the data. The data will be collected during the Qualifiers of each Eligible Participant in accordance with the «Informatique et Libertés» law, of the 6th of January 1978 and its later amendments, and accordance with the European directive number 95/46/CE. Each Eligible Participant grants Blizzard Entertainment, Inc. permission to use the information he is providing within the framework set by the «Informatique et Libertés» law of the 6th of January 1978. Each Eligible Participant benefits from the right to access and modify his personal data. You may also withdraw your personal data upon request, however you will be disqualified from the Qualifiers if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in Section 5.
- (b) Blizzard will collect, store and use information collected in connection with the Qualifiers and Qualifier Events (including information collected at live events) in accordance with Blizzard's Online Privacy Policy.
- (c) By accepting these Official Rules in any of the ways provided in Section 2.1, you are also agreeing to the terms of Blizzard's Online Privacy Policy.
- (d) If you are a citizen of France and/or any of the other countries whose citizens are eligible for this Qualifiers, and pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Blizzard Entertainment, S.A.S., and the data collected will be transferred to the United States of America.
- (e) Upon request, you will be provided with access to your personal data. You also have a right to opposition to the data collection, under certain circumstances. To exercise such right, you may write to “ 2017 Heroes of the Storm – Europe Qualifiers - Personal Data,” c/o Blizzard Entertainment, 145 rue Yves le Coz, 78000 Versailles, France..
- (f) You may not participate in the Qualifiers if you are under the age of majority in your country of citizenship. If you are under the age of majority in your country of citizenship and Blizzard has not received specific permission from your parent or legal guardian for you to participate in the



Qualifiers, Blizzard will delete, erase or destroy any and all personally identifiable information related to the Qualifiers.

## 9. GOVERNING LAW

### 9.1. Governing Law.

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

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

### 10.1. Blizzard Copyrights and Trademarks.

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

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

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

10.3. Changes to these Official Rules.

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

10.4. No Employment Relationship.

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

10.5. Communications.

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

## 11. GLOSSARY

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

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

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

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

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

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

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

“**Eligible Country**” means the following countries: Austria, Belarus, Belgium, Bosnia and Hercegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Moldova, Romania, Russia, Serbia, Slovakia,

Slovenia, South Africa, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, and the United Kingdom.

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

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

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

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

“**HGC League**” means the 2017 Heroes Global Championship League.

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

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

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

“**Qualifier**” means one of the regional qualification tournaments described in Section 5.1(a).

“**Qualifiers**” means all of the qualification tournaments together that make up the process by which the Teams will be determined for the first Phase of the Heroes Global Championship.

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

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

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

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

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

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

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

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

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