



# Overwatch Open Division Official Rules

Asia Pacific, Australia, Europe, North America, South America, Korea

*Overwatch Open Division Official Rules  
Blizzard Entertainment  
Updated March 4, 2019*

# Introduction

The following rules are tailored to the Overwatch® Open Division (“Open Division”) by Blizzard Entertainment, Inc. (“**Blizzard**”). These rules apply to the following Open Division regions: Australia, Europe, North America, Pacific, Korea, and South America.

These Overwatch Open Division 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 Open Division, 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 Open Division.

THESE OFFICIAL RULES AND ALL DISPUTES RELATED TO OR ARISING OUT OF YOUR PARTICIPATION IN OPEN DIVISION 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 Open Division. You may accept these Official Rules by any one of the following methods:

- Registering to participate in Open Division;
- Signing an Open Division Participation Form either in print or digitally;
- Participating in any match that is part of Open Division.

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 Open Division event in which the changed rules will apply. Participation in Open Division will constitute acceptance of the changed rules.

## 2 Players

2.1 **Eligibility.** To be able to compete as a “Player” in Open Division 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 the Chinese Region 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 of citizenship, you must have written permission from a parent or guardian;
- 2.1.4 reside in Algeria, Argentina, Australia, Austria, Bahrain, 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, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Jamaica, Japan, Kazakhstan, Kuwait, Latvia, Lithuania, Luxembourg, Macau, Malaysia, Malta, Macedonia, Mexico, Morocco, Netherlands, New Zealand, Nicaragua, Norway, Oman, Paraguay, People's Republic of China, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Republic of Moldova, Romania, Russian Federation, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United Arab Emirates, United Kingdom, United States, Uruguay, Venezuela, or Vietnam, and such other jurisdictions as may be permitted by Tournament Administration (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 Open Division;
- 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 an active player or substitute of an Overwatch League, Overwatch Contenders, or Overwatch Contenders Trials team;
- 2.1.7 not be on the Roster of more than one Open Division Team at the same time;
- 2.1.8 agree to be bound by these Official Rules;
- 2.1.9 ensure that your participation in Open Division 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 Open Division.

## 2.2 General Eligibility

- 2.2.1 Blizzard shall have, in its sole and absolute discretion, the right to determine the eligibility of any and all Participants. Players acknowledge that the eligibility determination of Blizzard is final, and that the eligibility status of any Participant or player may change at any time.
- 2.2.2 Players must use an acceptable Player name in Contenders competition. Players may use Battle Tags or handles during Contenders. If a Player does not use his or her legal name, Tournament Administration reserves the right to restrict or change a Player's tag, handle, or other name in its sole discretion. Tournament Administration 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 Tournament Administration, to be determined in the sole discretion of the Tournament Administration.
- 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 Open Division match can stream their own gameplay with at least a 3-minute delay.

## 2.4 Player Rules

- 2.4.1 Players can leave and join teams so long as they maintain eligibility per sections 2.1 and 2.2.
- 2.4.2 Players can no longer join teams after Roster Lock. See your region's Battlefy.com tournament page for Roster Lock date and time.
- 2.4.3 Players can only compete on one team, in one region, at a time.
- 2.4.4 Players can only play for one team per week of matches.
- 1.1.1 Players from the previous season of Overwatch Contenders and Contenders Trials are ineligible to compete in Open Division unless they send notice to [overwatchopendivision@blizzard.com](mailto:overwatchopendivision@blizzard.com) stating they have quit their previous Team. This will lock the Player from competing on that Team for Week 1 of Contenders or Contenders Trials next season.

# 3 Teams

## 3.1 Team Registration

### 3.1.1 Regular Season

- 3.1.1.1 Teams must have at least 6 "Active" Players on their Battlefy.com team roster before Team Registration closes. See your region's Battlefy.com tournament page for Team Registration dates and times.
- 3.1.1.2 Team Rosters lock 12 hours before the first match of Open Division Playoffs. Players may leave and join new teams during the regular season,
- 3.1.1.3 Teams can invite eligible free agents to join their team at any time during the regular season before Roster Lock, including after a Match has started, so long as no more than 9 players compete in any Match.
- 3.1.1.4 Rosters will unlock between Open Division Playoffs and Contenders Trials in each region.

**3.2 Team Captain.** Teams must designate a Team Captain before the beginning of the season. The Team Captain will be a primary contact for communication with administrators. Captains will be the primary contact for all prizing.

- 3.2.1 Captains oversee team rosters and are permitted to add or remove players from their team. Players do not have power to make roster changes without the Captain's permission.

**3.3 Team Owner.** If teams advance to the Overwatch Contenders Trials, the Active Team Roster on Battlefy.com will vote on a non-player to be their Team Owner. Team Owners, appointed via majority vote of the then-current Active Team Roster, shall have control over the team. Individuals on the Active Team Roster will be ineligible to serve as Team Owner. Additional details are provided in the official Overwatch Contenders ruleset. Notwithstanding anything to the contrary, Blizzard shall have the ability to require a team to select a new Team Owner, in Blizzard's sole discretion.

### 3.4 Roster Requirements

- 3.4.1 **Active Players.** Each team must maintain a roster of 6 to 9 Active Players on the Battlefy.com team roster. These players can compete in Overwatch Open Division matches and will receive prizing if they stay on the Active team roster at the end of the Regular Season. Note that a maximum of 8 Active players per team will be invited to the Overwatch Contenders Trials.
- 3.4.2 **Inactive Players.** Players listed as "Inactive" on their roster, or any other player not on the Active team roster, cannot play in any Overwatch Open Division matches and will not receive prizing.
- 3.4.2.1 It is the responsibility of both teams to check player eligibility before the start of play. Teams who play with ineligible rosters may receive penalty pending Tournament Administrator ruling. If you are unsure of player eligibility before a match starts, request administrator support before playing your match.
- 3.4.2.2 Teams can substitute Active Players between maps. No substitutions may be made between stages of control maps.
- 3.4.3 **Team Staff: Coaches, Management**
- 3.4.3.1 Team Staff can choose to be on the Active Players list and receive prizing.
- 3.4.3.2 Team Staff cannot spectate matches unless given written permission by both Team Captains before start of play.
- 3.5 **Team Name.** Team Names must be approved by Overwatch Open Division 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.
- 3.5.1 Team Names cannot include any sponsor unless approved by Tournament Administration. Affiliated team sponsors must be present outside of the official Team Name.

## 4 Prizing

- 4.1 **Invitation.** Top Overwatch Open Division teams from each region will be invited, if eligible, to compete in that region's Overwatch Contenders Trials. The number of teams invited is subject to change based on competitiveness, logistics, or tournament administration, all of which will be determined solely in Blizzard's discretion.
- 4.1.1 **Expected Contenders Trials invitations** (subject to change): 4 teams per region.
- 4.2 **Team Prizing.** Prizes will be awarded to players based on final team tournament ranking following Playoffs within 90 days of completion. Prize amounts are published in US dollars but will be converted to the primary currency listed on players' Blizzard Accounts. Exchange rates will be determined in accordance with the then-current U.S. Department of Treasury Bureau of the Fiscal Services by Blizzard Entertainment at a time following the completion of the tournament. The time of conversion will be determined in Blizzard's sole discretion. The prizes below will be paid out to each player on a team's end-of-season Active rosters in accordance with such team's results at the end of the season:
- 1<sup>st</sup> place: \$50 Blizzard Balance
  - 2<sup>nd</sup> place: \$40 Blizzard Balance
  - 3<sup>rd</sup>-4<sup>th</sup> place: \$30 Blizzard Balance
  - 5<sup>th</sup>-8<sup>th</sup> place: \$20 Blizzard Balance

Participation: Teams that play in at least 8 regular-season matches will receive \$10 Blizzard Balance per player

- 4.2.1 Players must remain on the Active Team Roster on Battlefy.com at the end of the Regular Season to receive participation prizing. Players who leave after the final Regular Season Match, or join after the final Regular Season Match, will not receive prizing.

## 5 Sponsorships

- 5.1 Teams and players are not permitted to compete in the Overwatch Open Division 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 Open Division, 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 **Format.** Teams will play a best-of-5 maps match in the Overwatch Open Division Regular Season.

### 6.2 Maps

- 6.2.1 **Rotation.** Each match will include the following game modes, in this order: Control / Hybrid / Assault / Escort / Control

### 6.2.2 Selection

#### 6.2.2.1 Regular Season

- 6.2.2.1.1 The left team (when viewing the match on Battlefy.com) must pick the first map and host the tournament lobby. The right team (when viewing the match on Battlefy.com) can pick side.
- 6.2.2.1.2 The losing team from each map will pick the subsequent map and can host the lobby if requested. The winning team from each map will pick which side they play of the subsequent map.
- 6.2.2.1.3 Maps are removed from the available pool after being played in the match.

#### 6.2.2.2 Playoffs

- 6.2.2.2.1 The higher seeded team must select the first map and host the tournament lobby. The lower seeded team can pick side.
- 6.2.2.2.2 The losing team from each map will pick the subsequent map and can host the lobby if requested. The winning team from each map will pick which side they play of the subsequent map.
- 6.2.2.2.3 Maps are removed from the available pool after being played once.

**Available Map Pool.** The following maps can be selected:

Control – Lijiang Tower, Nepal, Oasis  
Hybrid – Hollywood, Numbani, Eichenwalde  
Assault – Paris, Hanamura, Temple of Anubis  
Escort – Watchpoint: Gibraltar, Junkertown, Dorado

- 6.2.2.3 Note that the 5<sup>th</sup> map, if needed, will be played on the last remaining Control map from the available map pool.

6.2.3 **Draws.** If any individual map ends in a draw, a tiebreaker map will be played immediately. The winning team from the previous map picks which side they play on.

6.2.3.1 First tiebreaker map to be played, if needed: Ilios (best-of-3 stages)

Second tiebreaker map to be played, if needed: Busan (best-of-3 stages)

6.2.4 **Map Bans.** In an extreme case of a bug existing within the current patch of Overwatch, the tournament administrator may enforce a map ban for any duration of time.

### 6.3 Heroes

6.3.1 **Available Hero Pool.** Only heroes that are enabled in the "Competitive Play" mode of Overwatch may be used.

6.3.2 **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.

### 6.4 Regular Season - Swiss Format.

6.4.1 **Week 1.** All teams will be randomly matched up against two (2) opponents within the Overwatch Open Division.

6.4.2 **Weeks 2 – 5.** All teams will be matched up against two (2) new opponents each week, who they have not yet played against, and who have similar match records.

6.4.3 **Additional Matches.** If Team Registration meets or exceeds 600 Registered teams, all teams will play an 11<sup>th</sup> match. Details will be posted in each region's Battlefy.com tournament page.

6.4.3.1 In regions with fewer than 600 teams, the 9<sup>th</sup> and 10<sup>th</sup> round matches will be seeded individually.

6.4.3.2 In regions with 600 teams or more, the 9<sup>th</sup> and 10<sup>th</sup> round matches will be seeded together after Match 8, with the 11<sup>th</sup> and final Regular Season match scheduled individually.

6.4.4 **Byes.** Byes will be awarded randomly to the lowest ranked team(s) based on Match Record. Byes count as 3-0 match wins.

6.4.5 **Forfeits & No-Shows.** Teams who forfeit their match will receive a 0-3 match loss. Teams who receive forfeit wins will receive a 3-0 match win.

6.4.5.1 **Automatic Forfeiture.** Teams who miss two matches in a row will be removed from the tournament unless they contact tournament administrators to opt-in.

6.4.6 **Match Announcements.** Teams will receive their scheduled matchup no later than each Wednesday of the regular Season of the Overwatch Open Division.

6.4.7 **Match Schedule.** Match days are Saturday and Sunday in most regions. Default match times vary on region; see the Battlefy.com tournament pages for more details.

6.4.7.1 **Rescheduling.** Teams can agree to move their match to a different time and day by making an official reschedule request within the Battlefy.com tournament website.

6.4.8 **Results.** All results and disputes must be sent to the Overwatch Open Division administrators immediately after the scheduled match time.

6.4.8.1 Proof of results are required in case of a dispute. Screenshots and/or recorded video may be used as evidence in case of disputes.

6.4.8.2 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.

6.4.9 **Ranking.** Teams will be ranked based by the following, in order of highest-to-lowest priority:

- 6.4.9.1 **1) Number of match wins.**  
Example: 6-4 teams are ranked higher than 5-5 teams.
- 6.4.9.2 **2) Opponents' Match Win Percentage (OMW%)**  
A team's OMW% is the average match win percentage of their toughest four opponents at the end of the season. Only the highest four win percentage opponents will be counted towards each team's OMW%.
- Example: "Team Murlocs" competes in Open Division and goes 9-1 during their ten matches.
- Team Murloc's ten opponents ended with records of: 0-10, 2-8, 3-7, 4-6, 4-6, 6-4, 6-4, 8-2, 8-2, and 9-1. Their OMW% is thus  $(.6 + .8 + .8 + .9 \text{ [top four opponents]}) / 4 = \mathbf{77.50\%}$ . They will be ranked higher than any other 9-1 team with an OMW% below 77.50%.
- 6.4.9.3 **3) Head-to-head.** If any team has defeated all other teams with equal match wins and OMW%, they are ranked higher.
- 6.4.9.4 **4) Number of map wins.** The team with the highest amount of map wins is ranked above teams with fewer map wins. Byes in matches count as 3 map wins.
- 6.4.9.5 **5) Top 16 Playoffs Tiebreaker.** If teams are tied in all the above at the cut-off to advance to the Open Division Playoffs, all tied teams will play a single-elimination tournament seeded randomly. Some teams may receive byes depending on the number of teams tied.
- 6.4.9.5.1 **Other Tiebreakers.** If teams have advanced to Open Division Playoffs but are tied with one or more other teams, those teams will be seeded randomly in the Playoffs. For example, in the case of a two-team tie for first place: one team will be matched against the 16<sup>th</sup> rank team, while the other will be matched against the 15<sup>th</sup> rank team, at random.
- 6.4.9.6 Tiebreaker matches will be played as a best-of-3 maps on Temple of Anubis, Junkertown, Lijiang Tower, in that order. If teams remain tied, Oasis will be played as the final deciding map.

## 6.5 Playoffs – Double Elimination

- 6.5.1 **Playoff Teams.** The top 16 teams from the Regular Season will advance to the playoffs of the Overwatch Open Division.
- 6.5.2 **Playoff Format.** Teams will be seeded into a double-elimination tournament based on their ranking.
- 6.5.2.1 All non-finals matches will be played as a best-of-5 maps.
- 6.5.2.2 The finals match will be played as a best-of-7, with the winner's bracket finalist starting the series up 1 map to 0. The map rotation will be control / hybrid / assault / escort / control / hybrid. The map pool, including tiebreaker maps, will remain the same as the regular season.
- 6.5.3 **Duration.** The Overwatch Open Division Playoffs will be played in one weekend after Regular Season in most regions.
- 6.5.4 **Schedule.** Tournament administrators will provide match dates and times on each regional page on battlefy.com

## 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.

- 7.2 **Scheduling Changes.** Blizzard Entertainment 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 Entertainment 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 Battlefy match page. Significant delays beyond 10 minutes may result in penalties at the discretion of tournament administrators.

7.3.1 If either team opens a support ticket, matches should not start or continue unless given confirmation by a Tournament Administrator to do so.

7.3.2 Teams must inform their opponents immediately after opening a support ticket.

**7.4 Match Reporting.** Team Captains must report the results of the match, including map wins, on their Battlefy.com 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 Map selection, host, and side selection rules are listed above in "Available Map Pool."

7.6.1.2 Team captains will be responsible for inviting the remaining members of their team.

7.6.1.3 Game lobbies for subsequent games in a match can be created by the team that lost the previous map if they choose.

### 7.6.2 Custom Match Settings

7.6.2.1 Presets: **Competitive**

7.6.2.2 Modes, All: **Kill Cam Disabled**

7.6.2.3 Modes, All: **Skins Disabled**

7.6.2.4 Modes, All: **Game Mode Start – Manual**

7.6.2.5 Lobby: **Max Spectators 0** (unless spectators have been permitted by both Team Captains in writing before start of play)

7.6.2.6 Heroes, Hero Roster: **Disable any heroes not currently available in Competitive Play**

7.6.2.7 **"Invite Only"** must be selected within the Custom Game Lobby.

7.6.2.7.1 Failure for the hosting team to select "Invite Only" may result in forfeiture of map at the tournament administrators' discretion.

### 7.6.3 Server Host

7.6.3.1 Games must be played on a Game Server within the same region as the Open Division tournament region. For example, Open Division Europe matches must be played on Europe game servers.

7.6.3.2 Both teams can agree to play on another server if desired.

7.6.3.3 Teams are permitted to use the following instructions to help select Game Server location:

- 1) Create a Custom Lobby with the "Custom Match Settings" listed above.
- 2) Click "Start." The map will load and automatically connect to the server closest to the host.
- 3) Invite all other players to the game.
- 4) When both teams are ready, the host must select "Start Game Mode."

## 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. (Control maps, e.g. Nepal, count as 1 map. Pause time is not reset between the various "stages."). Blizzard in its sole discretion may authorize an additional amount of pause time in extraordinary circumstances.
- 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 the Tournament Administrations' 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 Captain. 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 Open Division matches if they comply to the following requirements:
  - 8.2.1 No sponsors or streaming organizations are permitted unless given explicit permission by Tournament Administration.
  - 8.2.2 No broadcasting during any live Overwatch League, Overwatch Contenders, or Overwatch World Cup broadcast.
  - 8.2.3 No sponsors may be presented on the broadcast at any time. Broadcasts must have a minimum of a 3-minute delay.
  - 8.2.4 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.
  - 8.2.5 Overwatch Open Division content must be limited to non-commercial purposes and must not be shown on linear TV without express and explicit permission from Blizzard.
  - 8.2.6 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 Open Division event in which the changed rules will apply. Participation in Open Division 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 Open Division 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 Open Division or delivery, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
- 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 Open Division, 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 Open Division 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 Open Division 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 Open Division 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 "Open Division 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) Open Division, Overwatch or the business of Blizzard, and (b) all improvements or enhancements to Open Division, 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 Open Division Materials, the parties acknowledge and agree that all copyrightable Open Division 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 Open Division 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 Open Division 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 Open Division 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 Open Division 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 Open Division and Open Division 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>

## 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 Open Division 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 Open Division'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.
- 14.4.4 Changes to this Section. Tournament Administration will provide 60 days' notice of any changes to this Section 12. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.
- 14.5 **Changes to this Section.** Tournament Administration 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.