



2018

Overwatch Open Division – Official Rules

Australia, Europe, North America, Pacific, South America

*2018 Overwatch Open Division Season One – Ruleset
Blizzard Entertainment*

Introduction

The following rules are tailored to the 2018 Overwatch Open Division Season One for the following regions: Australia, Europe, North America, Pacific, 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 ("**Blizzard**") 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 12 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.

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; and/or
- Participating in any match that is part of Open Division.

1 Player Rules

1.1 **Eligibility.** To compete in the 2018 Overwatch Open Division Season One as a "player", one must:

- 1.1.1 have an active Blizzard Account that is in good standing;
- 1.1.2 reside in the 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, Latvia, Lithuania, Luxembourg, Macau, Malaysia, Malta, Macedonia, Mexico, Morocco, Netherlands, New Zealand, Nicaragua, Norway, Paraguay, Peoples Republic of China, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Republic of Moldova, Romania, Russian Federation, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United Kingdom, United States, Uruguay, Venezuela, Vietnam ("ELIGIBLE COUNTRIES").
- 1.1.3 not be a director, officer, or employee of Blizzard, or any entity which controls, is controlled by, or is under common control with Blizzard;
- 1.1.4 not be an active player, substitute, coach, and/or owner of a 2018 Overwatch League team, 2018 Overwatch Contenders: Season 1 team, 2018 Overwatch Contenders Trials: Season 1 team, or any other 2018 Overwatch Open Division Season One team, from any region; and
- 1.1.5 agree to be bound by these Official Rules.

1.2 **Streaming.** Players who are competing in a 2018 Overwatch Open Division Season One match may stream their own gameplay, but must stream with at least a 3-minute delay.

1.2.1 There will be no third-party streaming allowed unless given written consent from Blizzard Entertainment.

1.3 Roster

1.3.1 Players who leave or are removed from any team participating in any event listed in section 1.1.4 of "Eligibility", if in good standing, may join and participate in existing 2018 Overwatch Open Division Season One teams until tournament registration is closed.

1.3.2 Players who have played in any week of 2018 Overwatch Open Division Season One may not play in additional matches of the same week for any other team, even if they have joined the new team's official roster before the start of their match.

2 Prizing

2.1 Europe, North America, and Pacific Regions

2.1.1 **Invitation.** The top 2018 Overwatch Open Division Season One teams, playing in regions Europe, North America, and Pacific, will be invited, if legally eligible, to compete in that region's 2018 Overwatch Contenders Trials: Season 1. The number of teams invited will depend on the number of active 2018 Overwatch Contenders Trials: Season 1 teams.

2.1.2 **Team Prizing.** Players will be paid out based on their team's placement in the 2018 Overwatch Open Division Season One. The currency type paid to each player will be based on the currency used in the country of residence listed on their battle.net account. Currency values listed below will be converted at the time the payment is sent. The following will be paid out to each player on each team's end-of-season roster:

2.1.3 1st place: \$50 Blizzard Balance
2nd place: \$40 Blizzard Balance
3rd-4th place: \$30 Blizzard Balance
5th-8th place: \$20 Blizzard Balance
Participation: Teams that play in at least 8 out of their 10 regular-season matches receive \$10 Blizzard Balance per player

2.1.4 Players must remain on the roster at the end of the season to receive prizing.

2.2 Australia and South America Regions

2.2.1 **Invitation.** The top 2018 Overwatch Open Division Season One teams will be invited, if legally eligible, to compete in that region's 2018 Overwatch Contenders Season 1, or 2018 Overwatch Contenders Trials Season 1, based on placement. The number of teams invited to will depend on the number of active teams in each.

2.2.2 **Team Prizing.** Players will be paid out based on their team's placement in the 2018 Overwatch Open Division Season One. The currency type paid to each player will be based on the currency used in the country of residence listed on their battle.net account. Currency values listed below will be converted at the time of Blizzard Entertainment sending payment. The following will be paid out to each player on the end-of-season team's roster.

1st place: \$50 Blizzard Balance
2nd place: \$40 Blizzard Balance
3rd-4th place: \$30 Blizzard Balance
5th-8th place: \$20 Blizzard Balance
Participation: Teams that play in at least 8 out of their 10 regular-season matches receive \$10
Blizzard Balance per player

2.2.3 Players must remain on the roster at the end of the season to receive prizing.

3 Team Requirements

3.1 Registration

3.1.1 New teams can be created until registration closes before the announcement of Week 1 matches.

3.1.2 Team rosters lock with the announcement of Week 4 matches.

3.1.2.1 Before roster lock, players can leave and join teams.

3.1.2.2 After roster lock, players can leave and/or be removed from their team, but cannot join any other team within that season of the 2018 Overwatch Open Division.

3.2 **Captain.** Teams must designate a single team captain before the beginning of the season. The Team Captain will be a primary contact for communications the team and the 2018 Overwatch Open Division Season One administrators. Captains will also be the primary contact for all prizing.

3.3 Roster Requirements

3.3.1 **Starters.** Each team must maintain a minimum of 6 starting players. Failure to field a complete roster may result in a match forfeiture.

3.3.2 **Substitutes.** Each team may sign up to 3 substitute players. These substitute players may replace Starters for any match within the 2018 Overwatch Open Division Season One, or for any individual map within a match.

3.3.2.1 Substitute players have the same team restrictions as Starters. They may only be on one active 2018 Overwatch Open Division Season One roster at a time, and may not be on any active 2018 Overwatch Contenders Trials: Season 1 roster, nor any 2018 Overwatch Contenders: Season 1 roster.

3.3.2.2 Teams may only use substitutes that were checked-in and part of the team roster prior to the start of the match.

3.3.2.3 Substitutions may only be made between maps. No substitutions may be made between stages of control maps.

3.3.3 **Coaches.** Coaches may join the team roster as a "substitute player".

3.3.3.1 Coaches cannot spectate or stream matches.

3.3.3.2 Coaches can communicate with players before and after matches and maps, but not between rounds of a map.

3.3.3.3 Coaches can receive prizing, even if they do not compete in any matches.

3.4 **Team Name.** Team names must be approved by 2018 Overwatch Open Division Season One administrators. Team names may be denied at any time that may not reflect the professional standards of Blizzard Entertainment. Affected teams will be required to submit and play under another approved name.

3.5 **Team Streaming.** Teams may not stream any portion of 2018 Overwatch Open Division Season One games from a spectator. Individual players may stream on a 3-minute delay in accordance with section 1.2.

4 Sponsorships

4.1.1 Teams and players are not permitted to compete in the 2018 Overwatch Open Division Season One 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.

5 Structure and Schedule

5.1 **Format.** Teams will play a best-of-5 maps match of the 2018 Overwatch Open Division Season One regular season.

5.1.1 **Tiebreakers.** If any of the 5 maps end in a tie, a tiebreaker map will be played immediately after to determine the winner of the map. The winning team from the previous map picks which side they play the tiebreaker on.

5.1.1.1 First tiebreaker map to be played, if needed: Ilios

5.1.1.2 Second tiebreaker map to be played, if needed: Oasis

5.2 Maps

5.2.1 **Rotation.** Each best-of-5 match will include the following game modes, in this order: Control / Escort / Assault / Hybrid / Control

5.2.2 **Selection.** The higher seeded team in each match will select the first map from the Control map pool, and the lower seed picks side. The loser of this map will choose the next map from the Escort map pool. For each subsequent match, the loser will choose the next map from the appropriate map pool, and the winner picks which side they start on first. Once a map has been selected, it is eliminated from the map pool for the remainder of the match. Tiebreaker maps have been pre-determined; Ilios is always the first tiebreaker map.

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

Control – Nepal / Lijiang Tower

Escort – Route 66 / Watchpoint: Gibraltar

Assault – Horizon / Temple of Anubis

Hybrid – King’s Row / Eichenwalde / Hollywood

5.2.4 **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, as determined by the administrator.

5.3 Heroes

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

5.3.2 **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, as determined by the administrator.

5.4 Regular Season - Swiss Format.

5.4.1 **Week 1.** All teams will be randomly matched up against two (2) opponents within the 2018 Overwatch Open Division Season One.

5.4.2 **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.

5.4.3 **Byes.** If byes are needed, random team(s) with the fewest number of match wins will be granted one win that week.

5.4.4 **Match announcements.** Teams will receive their scheduled matchup each Tuesday of the regular Season of the 2018 Overwatch Open Division Season One.

5.4.5 **Match play times.** The default match dates are every Saturday and Sunday. Times of matches may change week-to-week: see the official tournament page for the full schedule, which may change at any time. Teams can agree amongst themselves to move their match to a different time within Saturday or Sunday only by making an official reschedule request within the tournament website.

5.4.6 **Results.** All results and disputes must be sent to the 2018 Overwatch Open Division Season One administrators no later than the following Monday at 11:59AM PST.

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

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

- 1) Number of match wins (6-4 teams are ranked higher than 5-5 teams)
- 2) Number of map wins (9-1 teams with 29 map wins are ranked higher than 9-1 teams with 27 map wins)
- 3) Head-to-head (if any team has defeated all other teams with equal match and map wins, they are ranked higher)
- 4) Number of 3-0 match victories (the team with more 3-0 match wins is ranked higher)
- 5) Number of 3-1 match victories (the team with more 3-1 match wins is ranked higher)
- 6) If teams are tied in all above records, a tiebreaker match will be played: best-of-3, maps Ilios / Dorado / Eichenwalde

5.5 Playoffs – Double Elimination

5.5.1 **Playoff Teams.** The top 16 from the regular season will advance to the playoffs of the 2018

*2018 Overwatch Open Division Season One – Ruleset
Blizzard Entertainment*

Overwatch Open Division Season One.

- 5.5.2 **Playoff Format.** Teams will be seeded into a double-elimination tournament based on their regular ranking. Matches will be played as a best-of-5.
 - 5.5.2.1 The finals match will be played as a best-of-7, with the winner's bracket finalist starting the series up 1 match to 0. The map rotation will be control / hybrid / escort / assault / control / hybrid. The map pool, including tiebreaker maps, will remain the same as the regular season.
- 5.5.3 **Duration.** The 2018 Overwatch Open Division Season One Playoffs will be played during Week 6 on Saturday and Sunday.
- 5.5.4 **Schedule.** Tournament administrators will provide match dates in which each match will be played in the playoffs at least 4 days ahead of the given match date.

6 Rules and Settings

- 6.1 **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.
- 6.2 **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.
- 6.3 **Online Check-in.** All members of each team who are participating in a match must be online and ready to play at the listed match time. This includes a fully updated Battle.net client, Discord readiness, and any other logistics which are required for each player to participate in the Event.
- 6.4 **Delay of Match Start.** Players must start within 10 minutes of the assigned match time. Any delays must be reported immediately to a tournament administrator's attention. Penalties, such as forfeit of the match, may be enforced at the tournament administrator's discretion.
- 6.5 **Match Reporting.** Team Captains must report the following:
 - 6.5.1 results of a match, including number of map wins;
 - 6.5.2 any rule violations.
- 6.6 **Patch.** All matches will be played on the current, live server, Overwatch patch.
- 6.7 **Game Creation and Settings**
 - 6.7.1 The higher seeded team is responsible for creating a Custom Game lobby for the first map and inviting the opposing team captain.
 - 6.7.1.1 Both team captains will be responsible for inviting the remaining members of their team.

- 6.7.1.2 Game lobbies for subsequent games in a match will be created by the team that lost the previous map.

6.7.2 Custom Match Settings

- 6.7.2.1 **Preset:** Competitive
- 6.7.2.2 Skins and Kill Cam disabled
- 6.7.2.3 Sprays, Emotes, and Golden Guns are allowed
- 6.7.2.4 Control map "Score to Win: 2"
- 6.7.2.5 Spectators allowed: 0

6.8 In-Game Rules

- 6.8.1 **Pauses.** Each team is allowed up to 5 minutes of pause time per map. (Control maps, e.g. Nepal, count as 1 map. Pause time is not reset between the various "stages.")
 - 6.8.1.1 After the 5 minutes are up, teams must forfeit or continue play.
 - 6.8.1.2 Longer pauses are allowed when contacting a tournament administrator.
- 6.8.2 **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:
 - 6.8.2.1 Incorrect game settings
 - 6.8.2.2 Server crash

7 Spectators

- 7.1 No spectators are allowed in any 2018 Overwatch Open Division Season One match, except for tournament staff and administrators.
 - 7.1.1 No coaches
 - 7.1.2 No outside friends, streamers, or organizations

8 Technical Issues

- 8.1 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.

9 Player Conduct

9.1 Competition Conduct

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

administrators.

- 9.1.2 **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.
- 9.1.3 **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.
- 9.1.4 **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.
- 9.1.5 **Non-Compliance.** No Team Member may refuse or fail to apply the reasonable instructions or decisions of event officials.
- 9.1.6 **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.
- 9.1.7 **Penalties.** The following are a list of penalties which may be incurred for any violation.
 - 9.1.7.1 Verbal Warning(s)
 - 9.1.7.2 Loss of Side Selection for Current or Future Game(s)
 - 9.1.7.3 Prize Forfeiture(s)
 - 9.1.7.4 Map Forfeiture(s)
 - 9.1.7.5 Match Forfeiture(s)
 - 9.1.7.6 Suspension(s)
 - 9.1.7.7 Disqualification(s)

10 Official Rules Updates

- 10.1 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.

11 Limitations of Liability and General Release

- 11.1 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

*2018 Overwatch Open Division Season One – Ruleset
Blizzard Entertainment*

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.

- 11.2 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.
- 11.3 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.
- 11.4 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.

12 Resolution of Disputes

- 12.1 **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**").
- 12.2 **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).

12.3 **Class Action and PAGA Waivers.**

12.3.1 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.

12.3.2 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**".

12.3.3 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**".

12.3.4 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.

12.3.5 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.
- 12.4 **Governing Law.**
- 12.4.1 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.
- 12.4.2 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.
- 12.4.3 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.
- 12.4.4 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.