

## **Twitch Rivals: Hearthstone Gold Rush Official Tournament Rules**

Last updated 3 October 2018.

### **1. INTRODUCTION**

The Hearthstone Gold Rush Challenge competition (the “**Tournament**”) is brought to you by Twitch Interactive, Inc. (“**Twitch**”). The Tournament is an open competition featuring Hearthstone (the “**Title Game**”) developed and published by Blizzard Entertainment, Inc. (“**Blizzard**”). As set forth more fully in Section 3, entitled “Tournament Format”, participants will broadcast themselves attempting to obtain a benchmark amount of in-game currency (“**Gold**”) playing the Title Game’s “Arena” game mode.

These Official Tournament Rules (“**Official Rules**”) govern the Tournament. These Official Rules are in addition to the rules that govern how the Title Game is played (the “**Game Play Rules**”). The Game Play Rules are set forth in Section 8, entitled “Game Play Rules”.

Each person who participates in the Tournament is referred to as a “**Player**”. If the Player is under the age of majority in his or her state or country of residence (a “**Minor**”), such Minor Player represents and warrants that he or she has received permission from his or her parent or legal guardian to register for and participate in the Tournament, and all references to “Player” shall include that Minor Player’s parent or legal guardian. Each Player unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions that Twitch and the other “Tournament Organizers” (as defined below) make about the Tournament, including without limitation decisions about how to interpret or implement these Official Rules and administer the Tournament, and such decisions shall be final and binding in all respects and not subject to challenge or appeal. Any aspects of the Tournament or incidents that affect the Tournament that are not outlined in these Official Rules may be addressed and resolved by Twitch and the other Tournament Organizers at the time of the incident and their decisions on such matters shall be final and binding and not subject to challenge or appeal.

These Official Rules are subject to change, as determined by the Tournament Organizers in their sole discretion. The most recent version of these Official Rules will be posted on <https://www.smash.gg/hsgoldrush> (the “**Tournament Website**”), and the Tournament Organizers may also use other means to communicate with those Players who have registered for the Tournament using the contact information associated with their account or provided during registration. If a change would affect a Player’s place or standing in the Tournament if they were applied retroactively, that change will be applied only prospectively unless the Tournament Organizers determine in their sole discretion that such changes must be applied retroactively for legal or other reasons. Entry into the

Tournament does not constitute entry into any other tournament, competition, contest or sweepstakes.

These Official Rules were drafted in English, but may be translated into other languages. In the event of any conflict or inconsistency between any translated version of these Official Rules and the English version of these Official Rules, the English version shall prevail, govern and control.

## 2. **CERTAIN DEFINITIONS**

**Americas** – Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Caribbean Netherlands, Cayman Islands, Chile, Colombia, Costa Rica, Curaçao, Dominica, Dominican Republic, Ecuador, El Salvador, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Honduras, Jamaica, Martinique, Mexico, Montserrat, Nicaragua, North America East, North America West, Panama, Paraguay, Peru, Puerto Rico, Saint Barthélemy, Saint Kitts and Nevis, Saint Lucia, Saint Martin, Saint Vincent and the Grenadines, Sint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, U.S. Virgin Islands, and Uruguay.

**Asia-Pacific** – Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, East Timor, Hong Kong, India, Indonesia, Japan, Kazakhstan, Laos, Macau, Malaysia, Mongolia, Nepal, New Zealand, Pakistan, Papua New Guinea, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Tajikistan, Thailand, Turkmenistan, Uzbekistan, and Vietnam.

**Challenge** – a specific task in the Title Game to be completed by a Player during the Tournament. The Challenge is described in Section 3.2.

**Eligibility Area** – Americas, Asia-Pacific, and Europe.

**Europe-Africa-Middle East (“Europe”)** – Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France (not including its overseas collectivities or regions), Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Kuwait, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands (not including its municipalities or the other constituent countries of the Kingdom of the Netherlands), Norway, Oman, Poland, Portugal, Qatar, Romania, Russia (except individuals located in Crimea), San Marino, Saudi Arabia, Serbia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine (except individuals located in Crimea), United Arab Emirates, United Kingdom of Great Britain (not including its overseas territories) and Northern Ireland, and Yemen.

**Game or Match** – any attempt to complete the Challenge by a Player.

**Tournament Entities** – Twitch, Blizzard, the Tournament Organizers, any official sponsors of the Tournament, and each of their respective parent, subsidiary and affiliated entities, vendors, agents, and representatives, and the officers, directors and employees of all of the foregoing.

**Tournament Organizers** – Twitch, any entity involved in supplying or fulfilling prizes, and any other entity involved in implementing, producing or managing the Tournament, in whole or in part.

**Winner** – any Player that is officially declared a Winner as set forth in Section 10, entitled “General Prize Restrictions”.

### 3. **TOURNAMENT FORMAT**

#### 3.1 **Schedule**

The Tournament will occur between October 17, 2018 and October 31, 2018, at the specific times when the in-game “Hallow’s End” event begins and ends (the “**Tournament Period**”). Any run of a Game, either partially or fully, that occurs outside of the Tournament Period will be invalid.

#### 3.2 **Format**

Players will aim to complete the Challenge, which is to obtain 5000 Gold in the Title Game using a new account. Players may only play the “Arena game” mode. Players will be ranked, earliest to latest, based on the time and date when the Challenge is completed. If the Challenge is not completed by any Players during the Tournament Period, Players will be ranked, highest to lowest, based on the amount of Gold obtained.

##### 3.2.1 **Tiebreakers**

In the event of a tie between Players based on time finished, the tiebreaker will be the final gold count of such Players above 5000. In the event of a continued tie after such tiebreaker, the ranking of the Players (and subsequent award of prizes) will be determined at the sole discretion of the Tournament Organizers.

#### 3.3 **Submissions**

Players must submit their runs using their smash.gg accounts that they used to register for the Tournament. A submission must be a link to the VOD(s) on their Twitch account containing all gameplay related to completing the Challenge, with specific time stamps if necessary.

### 4. **GENERAL ELIGIBILITY AND PLAYER EQUIPMENT REQUIREMENTS**

The Tournament is open to all legal residents of the Eligibility Area who are 13 years of age or older on the date they register for the Tournament, and have a valid, non-suspended Twitch account. Players must be able to provide proof of eligibility. Please also note that potential Winners will ultimately need to provide proof of residency and tax form information before they are officially declared the Winner. Section 10, entitled “General Prize Restrictions”, provides more information.

Each Player will be known publicly by his or her real name, or gamertag or other name they use in the Title Game or otherwise choose a user name (in either instance, the “**User Name**”). Each Player represents and warrants that their User Name and logo will not violate or infringe upon the trademark, copyright, publicity rights or other intellectual property or other rights of any other person or entity and will otherwise comply with the Code of Conduct described in Section 7.

Any Player who is a Minor must get permission from his or her parent or legal guardian to enter. The form of that permission will be determined by the Tournament Organizers in their sole discretion. In addition, if a Minor is going to physically travel to a particular Tournament location, he or she must be accompanied by a parent or legal guardian at that Tournament location, and the Tournament Organizers may require additional proof that the Minor has permission from his or her parent or legal guardian to participate. The form of that additional proof will be determined by the Tournament Organizers in their sole discretion. The Tournament is void outside of the Eligibility Area and where prohibited by law.

Officers, directors and employees of the Tournament Organizers, and each of their immediate family members (spouses and siblings, parents and children and their spouses), and governmental officials of any country in the Eligibility Area are not eligible to participate in the Tournament.

Players must have access to the Internet and supply their own equipment needed to participate in the Tournament, including, without limitation, monitors and consoles, controllers, headphones and headsets, cables and a copy of or authorized access to the Title Game and valid access to the game servers that will be used and the Title Game levels that will be played in the Tournament, as applicable (collectively, “**Player Equipment**”).

Each Player shall be deemed to have made and entered into all of the representations, warranties and agreements contained herein and shall be obligated and bound thereby.

All of the Tournament Organizers' rights pursuant to these Official Rules relate to and are exercisable against each Player. Any Player who elects to end his or her participation in the Tournament, and/or is disqualified from the Tournament, will not be permitted to re-enter the Tournament in any capacity.

Please note that Twitch may require a Player to execute and deliver additional forms and/or releases at any time during the Tournament, including as a condition of participating in a particular Game or phase of the Tournament.

## 5. **REGISTRATION INFORMATION**

To apply to play in the Tournament, you must create or have access to your own, personal Twitch account, and register as a Player at <https://www.smash.gg/hsgoldrush>, following the instructions therein. Your Twitch account information and registration information will be used by Twitch in accordance with the Privacy Policy and Terms of Service (the "**Twitch Policies**") posted on [www.twitch.tv](http://www.twitch.tv) (the "**Twitch Website**"), which are incorporated herein by this reference. By participating in the Tournament, you agree and acknowledge that you have read, understood and agree to be bound by the Twitch Policies. Please review the Twitch Policies carefully before participating in the Tournament. In the event of a conflict or inconsistency between the terms of these Official Rules and the terms of the Twitch Policies, the terms of these Official Rules shall prevail, govern and control. Notwithstanding anything to the contrary in the Twitch Policies, Twitch may share Player information with the Tournament Entities, who will use such information to the extent needed to perform their duties and functions in connection with the Tournament or otherwise in accordance with their own independent privacy practices. In addition, Twitch may engage third party application providers and other vendors to administer certain aspects of the Tournament, including without limitation, the online collection of Player information. Such third parties will provide your personally identifiable information to Twitch and the other Tournament Entities and use your information for their own independent purposes in accordance with their own independent privacy practices. Twitch is not responsible for the storage or any use of your entry information by such third parties or the Tournament Entities.

## 6. **PLAYER APPEARANCE RELEASE**

By participating in the Tournament, each Player hereby irrevocably grants the Tournament Entities and each of their respective licensees, successors and assigns, permission to stream, film, photograph and record the Player's performance in the Tournament itself and in other Tournament-related activities, including the Player's name, User Name, logo, avatar, gamertag or equivalent, voice, statements, likeness and other personal characteristics, information and so-called publicity rights as they appear therein (collectively, the "**Appearance**") and the right, but not the obligation, to distribute, exploit or otherwise use such Appearance, in whole or in part, in any and all media, now known

or hereafter devised, throughout the Universe in perpetuity (except for Players who are known to be residents of France, which will expire within 5 years from date of participation), for any purpose, including but not limited to, advertising, marketing and promoting the Tournament, the Twitch Website, the Tournament Website, the Title Game, the Tournament Entities and future tournaments.

As between each Player, on the one hand, and Twitch, on the other hand, the Appearance shall be deemed a work-made-for-hire for Twitch prepared as a work specifically ordered and/or commissioned by Twitch, and therefore, Twitch shall be the author and exclusive copyright owner of the Appearance for all purposes throughout the Universe. If under applicable law the foregoing is not effective to place authorship and ownership thereof and all rights therein in Twitch, then by way of assignment and transfer of present and future copyright and otherwise, each Player hereby irrevocably grants, transfers, sells and assigns to Twitch, all of his or her right, title and interest in and to the Appearance throughout the universe in perpetuity, and so grants, transfers, sells and assigns the Appearance gratuitously and free of charge. Each Player agrees to execute such further documents and to do such further acts as may be necessary to evidence, effect, perfect, register, or enforce Twitch's ownership of such rights.

The Tournament Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which the Tournament Entities deem necessary or desirable. To the fullest extent allowable under any applicable law, each Player hereby irrevocably waives any and all so-called moral rights or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under applicable laws of any country in the world [including, without limitation, the so called right of paternity (droit a la paternite) right of integrity (droit au respect de l'oeuvre) right of withdrawal (droit de retrait or droit de repentir) and/or right of publication (droit divulgation)] he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Tournament Entities as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Tournament Entities from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights. Each Player expressly acknowledges that the Tournament Entities and other Players will contribute to the Appearance and other works that will embody all or part of the Appearance. Accordingly, if under any applicable law, the above waiver or assignment by a Player of "moral rights" or "droit moral" is not effective, then each such Player agrees to exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

Twitch shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Twitch shall retain the rights granted in the Appearance even if the Player is disqualified or fails to meet the eligibility requirements.

## 7. **CODE OF CONDUCT**

All Players are expected to exhibit good sportsmanship and maintain respect for one another and for all Tournament Organizers and spectators. Players must follow all instructions of the Tournament Organizers. Players are expected to play at their best at all times within the Tournament and to avoid any behavior inconsistent with the principles of good sportsmanship, honesty, or fair play. Any Player behaving inappropriately, or not competing in compliance with these Official Rules (including the Game Play Rules), as determined by the Tournament Organizers in their sole discretion, may be immediately disqualified from the Tournament and forfeit all potential prizes. Further, the Tournament Organizers reserve the right, in their sole discretion, to ban disqualified Players from any future tournament or event organized by Tournament Organizers. Behavior that is considered to be inappropriate and in violation of the Code of Conduct includes, but is not limited to, the following:

- Interfering with the operation of the Tournament or the Twitch Website, or the Tournament Website;
- Acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Tournament, or to annoy, abuse, threaten or harass any other person;
- Engaging in collusion (e.g., any agreement between two [2] or more Players to pre-determine the outcome of a Game or Match);
- Cheating of any sort through any means;
- Intentionally delaying or slowing gameplay or tampering with gameplay in any other known or unknown manner;
- Offensive, vulgar or obscene User Names, avatars, logos, branding or gamertags;
- Sexism, ageism, racism or any other form of prejudice or bigotry;
- Engaging in violence or any activity which is deemed in the judgment of the Tournament Organizers to be immoral, unethical, disgraceful, or contrary to common standards of decency;
- Engaging in any activity that is illegal in the jurisdiction where the affected Player is located;
- Offering any gift or reward to a Player or Tournament Organizer for assistance designed to provide a competitive advantage to the person offering the gift or reward or designed to impose a competitive disadvantage on any opponent;
- Betting or gambling on your own performance or the results of the Tournament or any phase of the Tournament;

- Making any modification to the Title Game that has not been disclosed to and authorized by the Tournament Organizers;
- Intentionally using any in-game bugs or so-called “hacks” to seek an advantage;
- Using any language or wearing any clothing or apparel that is obscene, foul, vulgar, insulting, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable, or promotes or incites hatred or discriminatory conduct;
- Using any Tournament facilities, services or equipment provided or made available by the Tournament Entities to post, transmit, disseminate or otherwise make available any communications prohibited by this Code of Conduct;
- Taking any action or performing any gesture directed at an opposing Player, official or spectator, or inciting any other individuals to do the same, which is insulting, mocking, disruptive or unsportsmanlike;
- Touching or otherwise interfering with lights, cameras or other studio equipment;
- Engaging in any other type of behavior or conduct deemed inappropriate by the Tournament Organizers in their sole discretion; or
- Otherwise violating these Official Rules.

Any Player who violates the Code of Conduct may be disqualified, and Twitch reserves the right to seek damages and other remedies from any such Player to the fullest extent permitted by law.

CAUTION: ANY DELIBERATE ATTEMPT TO DAMAGE ANY WEBSITE OR EQUIPMENT USED IN CONNECTION WITH THE TOURNAMENT, TAMPER WITH THE TITLE GAME OR THE TOURNAMENT FORMAT, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF A TOURNAMENT MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE TOURNAMENT ORGANIZERS RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH PLAYER(S) AND TO PURSUE ALL REMEDIES AVAILABLE TO THEM TO THE FULLEST EXTENT PERMITTED IN EQUITY OR UNDER THE LAW.

## 8. **GAME PLAY RULES**

These are the “**Game Play Rules**” governing how the Title Game is played during the Tournament.

### **8.1. Game Version**

All Games must be played on the PC version of the Title Game.

### **8.2. Player Accounts**

Players must use their Battle.net account specified during their registration for the Tournament. If a Player runs out of gold, that Player may choose to use his or her Battle.net account on a different server. If a Player runs out of gold on all available servers,

that Player is eliminated from the Tournament. Player may not create additional new accounts to re-enter the event.

### **8.3. Gameplay**

All Games must be played in “Tutorial”, “Solo Adventure”, or “Arena” mode. Players may not play "Play" and "Tavern Brawl" games. Players may not play Games vs. friends or complete the “Challenge a Friend” in-game quest.

### **8.4. Prohibited Use of Real Money**

Players are only allowed to purchase an arena entry with in-game Hearthstone gold or a free in-game entry ticket. Any purchase on the registered account with real money is prohibited including, but is not limited to, Hearthstone packs, arena ticket entries, and Twitch rewards.

### **8.5. Equipment**

#### **8.5.1. Equipment Settings**

Players may adjust any PC and monitor settings such as brightness, contrast, resolution, and sound.

#### **8.5.2. Third Party Software**

Third party software other than software used for broadcasting are not allowed to be used during a Game unless approved by the Tournament Organizer.

### **8.6. Broadcasting**

Players must broadcast all gameplay as intended to comprise a submission (as described in Section 3) on their personal Twitch channels. Failure to broadcast Tournament gameplay on Twitch may disqualify the Player at the discretion of Tournament Organizers. Any Vodcasts must be approved by Tournament Organizers and played at 1x playback speed.

### **8.7. Cheating**

Cheating, as determined by the Tournament Organizers in their sole discretion, will result in an immediate forfeiture and additional penalties depending on the severity of the infraction.

### **8.8. Names, Logos, Avatars and Branding Restrictions**

Tournament Organizers reserve the right to reject, in their sole discretion, names, logos, avatars or branding that violate the Code of Conduct, including without limitation, any that:

- infringe upon the rights of any 3rd party rights without explicit written permission

- Resemble or are identical to a brand or trademark
- Resemble or are identical to another identity or person
- Resemble or are identical to the name or persona of Tournament Entities or other Players.

### **8.9. Dress Code**

All Players must wear appropriate attire on their broadcasts. Jerseys and all other attire are subject to the restriction set forth in Section 8.8 above.

### **8.10. Sponsorships; Other Content**

Players have the ability to acquire sponsorships. However, sponsors or content falling under the following categories may not be displayed during official Tournament play:

- Brands in categories that have been granted exclusive sponsorship rights for the Tournament by the Tournament Organizers
- Religious programming, political matters
- 900 numbers
- X-rated material
- Habit-forming drugs, drug related paraphernalia
- Herbal remedies or “miracle cure” products
- Tobacco products
- Any adult-oriented products or services (including adult-oriented pay per view programs and male enhancement products)
- Salacious products or services or other material which would generally be considered obscene or indecent
- Content that a reasonable person would deem objectionable, indecent, vulgar or offensive
- Content which promotes discrimination, hate, violence, the use of illegal substances, illegal activity, mail fraud, pyramid schemes, or investment opportunities or advice not permitted by applicable law
- Content which is unlawful, pornographic, libelous, defamatory, or violates a third party’s privacy or publicity rights
- Content which constitutes hate speech
- Content which discriminates, ridicules, advocates against, harasses, or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation, gender identity, or disability
- Any other activity that contravenes any applicable laws or regulations (including lotteries, illegal gambling products or other illegal wagering activity)

## **9. PRIZES**

Up to Twenty-Five Thousand U.S. dollars (\$25,000) in prizes are available in the Tournament. Payments will be made in United States dollars and the approximate value of non-cash prizes is based on the value in United States dollars. Prizes will be awarded in accordance with the chart below.

<b>Standing</b>	<b>Prize Money (USD)</b>
1 <sup>st</sup>	\$15,000
2 <sup>nd</sup>	\$7,000
3 <sup>rd</sup>	\$3,000

#### 10. **GENERAL PRIZE RESTRICTIONS**

Each Player that has been declared the winner of a prize in the Tournament will not be an official winner (each such individual, a “**Winner**”) unless and until they execute (or, if the potential winner is a Minor, their parent or legal guardian executes) an Affidavit of Eligibility, a Liability Release, and where imposing such condition is legal, a Publicity Release and any required payment information and tax forms (“**Winner Forms**”) in order to receive payment. If a Player (or a Minor Player’s parent or legal guardian) fails or refuses to sign and return all the Winner Forms within ten (10) days (or a shorter time if required by exigencies) after receiving them, the Player may be disqualified. In the event a Player is disqualified, Twitch reserves the right, but not the obligation, to award the affected prize to the Player that last lost to the disqualified Player. Within sixty (60) days of receiving an executed copy of the Winner Forms, Twitch will deliver to Winner the applicable prize(s). Failure to take delivery of any prize may result in forfeiture, and such prize awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under these Official Rules. No substitutions may be made for prize(s), except by Twitch, who reserves the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by Twitch in its sole discretion. By participating in a Tournament, Winner acknowledges that Tournament Entities have not and will not obtain or provide insurance of any kind relating to the prizes. Winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) and transaction fees on any prize won and on the value of any items or value transferred to the Player by Twitch, and will be required to provide his/her Social Security number, IRS Form W8BEN, IRS Form W9, or equivalent information for tax reporting purposes (at a time to be determined in Twitch’s sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Player). Twitch will file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the Player by Twitch in accordance with IRS requirements, and Twitch may also share such documentation with a state or local government agency as required by law. Refusal or failure of a Winner to satisfy the requirements of all necessary and appropriate tax, withholding or

other required compliance terms (including Social Security number, IRS Form W8BEN, IRS Form W9, or equivalent information), as determined by Twitch in its sole discretion, will result in the Winner forfeiting the prize(s) and an alternate Winner being selected in accordance with these Official Rules. Twitch will award prizes subject to any applicable withholding taxes on the gross amount of the prize, and the amount of the prize transferred, as reduced by any applicable withholding taxes and transaction fees, will constitute full payment of the prize. Winners who do not claim the prize, or satisfy the information or documentation requirements within six (6) months of the close of the Tournament or such earlier time as designated by Twitch, are void, and the Tournament Organizers shall have no further liability or responsibility to such Player(s) in connection with the prizes.

Any prizes pictured in advertising, promotional and/or other Tournament materials are for illustrative purposes only. The actual prize may vary. In the event there is a discrepancy or inconsistency between the description of a prize contained in any such materials and the description of a prize contained in these Official Rules, these Official Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Official Rules will be determined by the Tournament Organizers in their sole discretion.

#### **11. DISCLAIMER OF WARRANTIES**

The Tournament Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize (including, without limitation, the symbolic prizes) furnished in connection with the Tournament. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING AND WITHOUT ABROGATING THE TWITCH POLICIES OR THE END USER LICENSE AGREEMENT FOR THE TITLE GAME OR OTHER AGREEMENTS THAT APPLY TO THE TITLE GAME, THE TOURNAMENT ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE TITLE GAME SOFTWARE, EQUIPMENT AND THE OPERATION OF THE TOURNAMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND THEIR EQUIVALENTS, UNDER THE LAWS OF ANY JURISDICTION.

#### **12. IMPORTANT. PLEASE READ - GENERAL RELEASE AND LIMITATION ON LIABILITY**

Each Player knowingly consents to participate in any or all Tournament activities under his or her own free will and without duress or undue influence of any third party.

**BY ENTERING AND/OR OTHERWISE PARTICIPATING IN THE TOURNAMENT, EACH PLAYER, ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER HEIRS,**

**HEREBY RELEASES, DISCHARGES AND HOLDS THE TOURNAMENT ENTITIES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL AND POTENTIAL, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, LOSSES, INJURIES, LIABILITIES AND DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION MENTAL AND/OR PHYSICAL INJURIES OR DEATH AND DAMAGES TO OR LOSS OF PERSONAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATING IN THE TOURNAMENT, ATTENDING OR PARTICIPATING IN ANY TOURNAMENT-RELATED EVENT OR ACTIVITY AND/OR THE USE OR MISUSE OF ANY PRIZE.**

The Tournament Organizers are not responsible for any incorrect or inaccurate information or other materials, on, associated with or utilized as part of the Twitch Website or the Tournament Website, and the Tournament Organizers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Twitch Website or the Tournament Website or the field of play in the Title Game. Although the Tournament Organizers attempt to ensure the integrity of the Tournament, the Tournament Organizers are not responsible for the actions of Players in connection with the Tournament, including a Player's attempt to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Tournament. Without in any way limiting the generality of the foregoing, each Player agrees that the Tournament Entities shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following:

- incomplete, lost, late, misdirected or illegible registrations or the failure to receive registrations due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Player, the Tournament Organizers, or otherwise, that may prevent or limit a Player's ability to participate in the Tournament or send or receive messages requiring action or response by such Player;
- any computer system, gaming console, phone line, hardware, software or program malfunctions, or other errors, failures, hacks, unauthorized access, delayed computer transmissions or network connections which may result in alteration of Game play or affect Game results; and
- any problems or technical malfunction of any network or lines, servers or providers, equipment, or software, including any injury or damage to Player Equipment resulting from participation in the Tournament.

### 13. **INDEMNIFICATION**

Each Player hereby agrees to indemnify and hold the Tournament Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all third party damages, liabilities, costs and expenses, including reasonable outside legal fees and costs (collectively, “**Third Party Claims**”) relating to or arising out of any breach of any of the warranties, representations, covenants, obligations or agreements of the Player under these Official Rules.

Except for matters for which Player is obligated to indemnify the Tournament Entities hereunder, Twitch will indemnify and hold each Player harmless from and against any Third Party Claims arising from production, distribution and exploitation of the Tournament.

The Player or Tournament Entity seeking indemnification (the “**Indemnified Party**”) shall promptly notify the Tournament Entity or Player, as the case may be, responsible for indemnification (the “**Indemnifying Party**”) of the existence of any Third Party Claim giving rise to indemnification under these Official Rules. In the event of a Third Party Claim, the Indemnifying Party shall have a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable time after receipt of notice of a Third Party Claim the Indemnifying Party fails to undertake the defense, the Indemnified Party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) such Third Party Claim for the account and at the risk and expense of the Indemnifying Party. The Indemnified Party shall make available to the Indemnifying Party, at the Indemnifying Party’s expense, such information and assistance as the Indemnifying Party shall reasonably request in connection with the defense of such Third Party Claim. The Indemnifying Party will keep the Indemnified Party informed of the status of the Third Party Claim and will not settle such Third Party Claim without the Indemnified Party’s prior written consent unless the settlement includes a full and complete release of the Indemnified Party and its parent, subsidiary and affiliated entities and each of their respective officers, directors and employees. The indemnification obligations hereunder shall survive the expiration or earlier termination of the Tournament.

#### 14. **FORCE MAJEURE**

Twitch reserves the right to modify, suspend, extend or terminate the Tournament or any part thereof if it determines, in its sole discretion, that the Tournament is technically impaired or corrupted or that fraud or technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity, proper play or feasibility of the Tournament or any portion thereof as contemplated herein. In the event Twitch is prevented from continuing with the Tournament by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake,

explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Tournament Organizers' control (each a "**Force Majeure**" event or occurrence), Twitch shall have the right to modify, suspend, extend or terminate the Tournament.

The Tournament Organizers, in their sole discretion, may require the replaying of any Game or Match, or declare any Game or Match or other phase of the Tournament null and void by reason of any of the foregoing. In the event the Tournament Organizers determine, in their sole discretion, that any individual Game or Match or other phase of the Tournament, has been tampered with or that the validity of any Game, Match or other phase of the Tournament has been compromised for any reason, it may eliminate that Game, Match or other phase of the Tournament, and may conduct the Tournament on the basis of the remaining Game, Match and/or other phases of the Tournament.

#### 15. **TRANSFER OF PLAYER INFORMATION**

By registering for and/or otherwise participating in the Tournament, each Player consents and agrees to the collection, transfer, storage and processing of his or her information to and in the United States and/or to other countries outside the country of Player's country of residence. Such other countries may not have privacy laws and regulations that are similar to those of the country of Player's residence. A Player may request access, review, rectification or deletion of any personal data held by Twitch in connection with the Tournament by following the instructions provided in the Privacy Policy posted on the Twitch Website.

#### 16. **DISPUTES**

These Official Rules are governed by the state and federal laws that apply to the State of California, United States of America. Except as otherwise provided herein, any legal suit, action or proceeding arising out of or relating to these Official Rules, the operation of the Tournament or otherwise, will be resolved by litigation in the courts located within the City and County of San Francisco in the State of California, United States of America. You, as a Player, hereby consent to the exclusive jurisdiction of and venue of such courts, will accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to you. **Any dispute or claim relating in any way to these Official Rules, the terms thereof, or the Tournament will be resolved by binding arbitration as described in this paragraph, rather than in court**, in the City and County of San Francisco, California, except that (a) Player may assert claims in a small claims court if your claims qualify, and (b) either Party may bring suit by submitting to the courts in the aforementioned jurisdiction and waiving such Party's respective rights to any other jurisdiction to enjoin infringement or other misuse of intellectual property

rights. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this agreement as a court would.** For Player to begin an arbitration proceeding, Player must send a letter requesting arbitration and describing the claim to Twitch's registered agent, Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento CA 95833. Arbitration shall be conducted by the American Arbitration Association ("**AAA**") under its rules, including the AAA's Supplementary Procedures for ConsumerRelated Disputes. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. Twitch will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Twitch will not seek attorneys' fees and costs from Player in arbitration unless the arbitrator determines the claims are frivolous. Player may choose to have the arbitration conducted by telephone, based on submissions, or in person in the county in which Player is located, or the agreed upon jurisdiction described above. **The Parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, the Parties each waive any right to a jury trial.**

#### 17. WINNER'S LIST/OFFICIAL RULES

To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to:

Twitch Interactive, Inc.  
350 Bush Street  
Suite 200  
San Francisco, CA 94104  
Attention: Twitch Esports  
Subject: Twitch Rivals: Hearthstone Gold Rush Winners List

All such requests must be received within six (6) weeks after the end of the Tournament. You may also visit the Tournament Website at <https://www.smash.gg/hsgoldrush> within six (6) weeks after the end of the Tournament. These Official Rules will be posted on the Tournament Website during the Tournament Period.

#### 18. INVALIDITY/HEADINGS

These Official Rules and the other agreements referenced herein constitute the full and complete agreement and understanding between each Player and the Tournament Organizers in connection with the Tournament and replace and supersede all prior negotiations, agreements or understandings that may have been entered into between

such Player and such Tournament Organizer with respect to the subject matter hereof. These Official Rules cannot be modified or amended in any way except by a written instrument signed by Twitch. The waiver of any term, condition, or breach of these Official Rules shall not be deemed to be a waiver of that breach or any other term or condition in the future. The invalidity or unenforceability of any provision in these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for convenience and ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

19. **CHANGE LOG**

Date	Version	Changes Made
October [XX], 2018	1.0	Document Published