

Official Rules

Heroes of the Storm Twitch Drops: Orpheus Edition

Please read these rules before participating in the *Heroes of the Storm* Twitch Drops: Orpheus Edition promotion (hereafter referred to as the “Promotion”). By participating in the Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements contained in Section 1 below.

1. Eligibility. NO PURCHASE NECESSARY TO ENTER OR WIN. BLIZZARD ENTERTAINMENT, INC. (“SPONSOR”), IS THE SPONSOR OF THIS PROMOTION. THIS PROMOTION IS OPEN ONLY TO INDIVIDUALS WHO, AS OF THE DATE OF ENTRY ARE: (A) LEGAL RESIDENTS OF THE UNITED STATES, ARGENTINA, AUSTRIA, BELARUS, BELGIUM, BULGARIA, CANADA, CHILE, CROATIA, CZECH REPUBLIC, DENMARK, EGYPT, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, IRELAND, ISRAEL, ITALY, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MALTA, THE NETHERLANDS, NORWAY, PEOPLE’S REPUBLIC OF CHINA, PHILIPPINES, POLAND, PORTUGAL, QATAR, ROMANIA, RUSSIA, SAUDI ARABIA, SERBIA, SINGAPORE, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, SWEDEN, SWITZERLAND, TAIWAN, THAILAND, TUNISIA, TURKEY, UKRAINE, THE UNITED KINGDOM, AND VIETNAM; (B) THIRTEEN YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY; (C) HAVE AUTHORIZED ACCESS TO A FULL BATTLE.NET ACCOUNT REGISTERED ON BLIZZARD’S BATTLE.NET SERVICE THAT IS IN GOOD STANDING AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THIS PROMOTION; (D) HAVE AUTHORIZED ACCESS TO A TWITCH ACCOUNT THAT IS IN GOOD STANDING AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THIS PROMOTION, AND (E) WHO ARE NOT RESIDENTS OF THE STATES OF ARIZONA, NORTH DAKOTA, VERMONT, CONNECTICUT, OR MARYLAND IN THE UNITED STATES; OR THE PROVINCE OF QUEBEC, CANADA (“ENTRANTS”). If you are between the age of thirteen (13) years of age and the legal age of majority in your jurisdiction of residence (a “Minor”), one of your parents or legal guardians must submit a signed, written statement that they have read, understood and agree to these official rules with your entry, and that such agreement constitutes acceptance of these official rules on behalf of you and themselves. If you reside in the States of Arizona, North Dakota, Vermont, Connecticut or Maryland in the United States, or the Province of Quebec in Canada, you are not eligible to participate in this Promotion. To be eligible to win a prize, entries must be completed and received by Sponsor in the format designated below. A Twitch account is free of charge and can be obtained at <https://www.twitch.tv/signup>. Battle.net accounts are also free of charge and can be obtained at <https://battle.net>. Directors, officers and employees of Sponsor, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families (parents, children, siblings, spouse) and household members (whether related or not) of each are not eligible to win any prizes. All applicable federal, state, provincial and local laws and regulations apply. Void where prohibited or restricted by law.

2. Disclaimer. Sponsor, all participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, internet, or other computer or communications related malfunctions or failures; (c) any disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (d) any printing or typographical errors in any materials associated with the Promotion.

3. Promotion Period. The Promotion shall commence on 9:00 AM PST on November 13, 2018 and shall continue in duration until 11:59 PM PST on December 4, 2018 (the “Promotion Period”). All entries must be received by the end of the Promotion Period to be eligible to receive a drop.

4. How to Enter. Entrants will be eligible to participate in the Promotion by performing the following steps:

- (i) Create or log in to your Blizzard Battle.net account;
- (ii) Link your Twitch account to your Battle.net account; and
- (iii) View any Twitch channel which is streaming *Heroes of the Storm* during the Promotional Period.

5. Guaranteed Drops. All Entrants who satisfy the eligibility requirements and do the following will receive:

- (i) **Week 1 – Chomp Emoji Pack.** Entrants who watch a cumulative total of four (4) hours of any Twitch channel which is streaming *Heroes of the Storm* between 9:00 AM PST on November 13, 2018 and 11:59 PM PST on November 19, 2018 will earn one (1) digital “Chomp Emoji Pack.”
- (ii) **Week 2 – Baby Chomp Portrait.** Entrants who watch a cumulative total of four (4) hours of any Twitch channel which is streaming *Heroes of the Storm* between 12:01 AM PST on November 20, 2018 and 11:59 PM PST on November 26, 2018 will earn one (1) digital “Baby Chomp Portrait.”
- (iii) **Week 3 – Chomp Bubble Spray.** Entrants who watch a cumulative total of four (4) hours of any Twitch channel which is streaming *Heroes of the Storm* between 12:01 AM PST on November 27, 2018 and 11:59 PM PST on December 4, 2018 will earn one (1) digital “Chomp Bubble Spray.”

6. Random Drops. All Entrants who satisfy the eligibility requirements for a particular hour during the Promotional Period will be entered into a random draw for the chance to win one of five hundred (500) digital *Heroes of the Storm* common loot chests dropped during that hour. Random drops will occur every hour during the Promotional Period. Each random drop will contain one (1) common loot chest with an approximate retail value of \$1.00.

7. Notification and Verification of Gifts or Prizes. All digital items awarded as part of this Promotion will be automatically credited to the Battle.net accounts of the recipients within 48 hours of determination. A valid *Heroes of the Storm* game license is required to utilize the prize. A *Heroes of the Storm* game license is free of charge and can be obtained at <https://heroesofthestorm.com/>. Non-compliance with these Official Rules may result in disqualification, forfeiture of the prize, and, at Sponsors’ sole discretion, selection of an alternate eligible Entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

8. Odds of Winning. Odds of winning a Prize depend on the total number of Entrants who submit entries for the Promotion. ALL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE AS WELL AS ANY COSTS AND EXPENSES ASSOCIATED WITH ACCEPTANCE AND USE OF A PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Prizes returned as undeliverable or otherwise not claimed within the time period specified by Sponsor will be forfeited and, at Sponsor’s discretion, awarded to an alternate winner, as applicable and time permitting. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value for any prize. All prizes will be awarded. Winners of a prize in this Promotion may be required to execute an affidavit of eligibility and liability and publicity release within the time period specified by Sponsor before they can receive their Prize. All prizes are awarded “AS IS” and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement).

9. Sponsor Use of Entries. Each qualified entrant, in consideration of their being allowed the opportunity to enter the Promotion, hereby grant Sponsor a perpetual, non-exclusive, worldwide license and right to utilize the entry materials submitted to Sponsor in connection with the Promotion (collectively, “Entry Materials”), as well as Entrant’s name, address (city, state, and country), character, likeness, prize information, statements about the promotion and biography, for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law, and releases the Released Parties (defined below) from any liability with respect thereto. The Entry Materials will not be returned to any Entrant. Without limiting the generality of the foregoing, Entrant acknowledge that Sponsor shall have the right to use, modify, reproduce, publish, perform, display on all forms of media, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. Entrant further agrees to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this paragraph 8.

10. Collection of Information. As stated above, the Promotion is not open to anyone under the age of majority in your country of citizenship or state of residence without the written consent of their parent or guardian. In the event that Sponsor becomes aware that you are under the age of majority in your country of citizenship, and consent from your parent or guardian was not obtained, Sponsor will delete, erase or destroy any and all personally identifiable information that is obtained from the Entry Materials. In the event that you are a citizen of France and/or any of the other countries whose citizens are eligible for this Promotion, and pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Blizzard Entertainment, Inc., and the data collected will be transferred to the United States of America. Upon request, you will be provided with access to your personal data. You also have a right

of opposition to the data collection, under certain circumstances. To exercise such right, you may write to “Heroes of the Storm Twitch Drops: Orpheus Edition - Personal Data,” c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. You may also withdraw your personal data upon request, however you will be disqualified as an entrant in the Promotion if you withdraw your personal data prior to the determination and fulfillment of the prizes listed above.

11. General Release. By participating in this Promotion, you release Sponsor, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the “Released Parties”) 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 the Promotion 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, any activity or travel related to the Promotion or from any interaction with, or downloading of Promotion information and any printing or typographical errors in any materials associated with the Promotion. EVERYTHING PROVIDED IN CONNECTION WITH THE PROMOTION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES OR NON-INFRINGEMENT. Some jurisdictions do not allow (i) the exclusion of implied warranties on applicable statutory rights, so the above exclusions and limitations may not apply in some cases.

12. Winners List; Rules Request. For a copy of the winners list, send a stamped, self-addressed, business-size envelope after December 5, 2018 and before July 5, 2019, to Sponsor at the following address: “Heroes of the Storm Twitch Drops: Orpheus Edition - Winners List, c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the following address: “Heroes of the Storm Twitch Drops: Orpheus Edition - Rules Request” c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. Residents of Washington and Vermont may omit return postage.

13. Copyright Notice. The Promotion and all accompanying materials are copyright © 2018 Blizzard Entertainment, Inc. All rights reserved.

14. Privacy. Sponsor will be collecting personal data about entrants online in accordance with its privacy policy in each region. Please review Sponsor’s privacy policy at <http://us.blizzard.com/enus/company/about/privacy.html>. By participating in the Promotion, Entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s privacy policy.

15. Miscellaneous. The Promotion and these Official Rules will be governed, construed and interpreted under the laws of the United States. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. No automated entry devices and/or programs are permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. In case of dispute of the identity of any winner, entries will be declared made by the authorized Battle.net account holder of the Battle.net account provided at time of entry. Sponsor is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Entrant’s ability to enter the Promotion, including any injury or damage to Entrant’s or any other person’s computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any Entrant’s participation in the Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor’s control affect the administration, security or proper play of the Promotion or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. Entrants who violate these Official Rules, tamper with the operation of the Promotion, engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other Entrant (in each case as determined in Sponsor’s sole discretion), attempts to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices (including but not limited to the use of automated entry programs, the use of automated entry devices, the creation of multiple accounts, or by participating in, or benefiting from, a syndicate, group or block playing process or system), or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives are subject to disqualification from entry into the Promotion. Sponsor reserves the right to lock out

persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. If you have any questions about these Official Rules or the Promotion, please e-mail them to contest@blizzard.com or send written questions to “Heroes of the Storm Twitch Drops: Orpheus Edition” P.O. Box 18979, Irvine, CA 92612.

13. Promotion Sponsor. The sponsor of this Promotion is Blizzard Entertainment, Inc.