

# **COSPLAY CONTEST AT GAMESCOM 2018 – RULES (the “Rules”)**

**1. Sponsor.** BLIZZARD ENTERTAINMENT SAS, a French company with its address at 145 rue Yves le Coz, 78000 Versailles, France (referred to herein as the “Sponsor”), is THE SPONSOR OF THE COSPLAY CONTEST (the “Contest”).

**2. Eligibility.** The Contest is open to anyone aged thirteen (13) or over (the “Entrant”) who possesses an entrance ticket allowing admission to the digital entertainment trade fair “gamescom 2018,” held at the Koelnmesse in Cologne, Germany from August 21, 2018 to August 25, 2018 (the “Event”). **If you are between the ages of thirteen (13) and the legal age of majority in your country of residence (a “Minor”), a parent or legal guardian must submit a signed, written statement that they have read, understood, and agree to these Contest rules with your entry, and that such agreement constitutes acceptance of these Contest rules on behalf of you and themselves. Additionally, if you are between the ages of thirteen (13) and sixteen (16), the presence of a parent or legal guardian is required during the Contest.**

Directors, officers, and employees of the Sponsor, its parent company, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to participate and win any prizes. All applicable federal, state, and local laws and regulations apply. Void where prohibited or restricted.

**3. Disclaimer.** The 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 Contest disruptions, injuries, losses, or damages caused by events beyond the control of the Sponsor; or (d) any printing or typographical errors in any materials associated with the Contest.

**4. Contest place and time.** The contest shall take place during the Event in Hall 7 on August 25, 2018.

**5. How to apply to participate in the Contest:** To apply for the Contest, an Entrant must:

5.1. Meet the eligibility requirements set forth in Section 2 above.

5.2. Create an original costume taking its design and theme from any of the Sponsor’s games.

The costume must meet the design requirements set forth in Exhibit 1 to these official rules.

Entrants are responsible for any and all costs and expenses associated with their costume creation and participation in the Contest.

5.3. Send the application during the time period from 11:00 CEST on June 15, 2018 to 23:59 (CEST) on July 25, 2018 to the email address: [gamescom@blizzard.com](mailto:gamescom@blizzard.com). **No applications will be accepted after July 25, 2018.**

The application constitutes an email describing the costume and should be supported by a photo of an Entrant wearing the costume. The photos can be either attached to the email or be embedded into it. The photos must be submitted in .JPEG or .JPG format and cannot exceed the size of 2 MB per file. Only one application can be submitted per Entrant.

**5.4. The Sponsor will send a confirmation email stipulating that an Entrant has been selected for the Contest by August 10, 2018.**

In order to be registered for the Contest, once the confirmation email has been received, the selected Entrant shall read and accept the Rules by printing and signing them. A scanned copy of the signed Rules (initials on each page and a handwritten signature at the end of the document) shall be sent to [gamescom@blizzard.com](mailto:gamescom@blizzard.com) by August 17, 2018. **Failure to provide the Sponsor with a scanned copy of a properly signed version of the Rules shall lead to the rejection of the application.**

## **6. How to enter the Contest:**

To enter the Contest, an Entrant must:

6.1. Meet the requirements set forth in Section 2 and Section 5 above.

6.2. Possess the printed version of the confirmation email from the Sponsor stipulating that an Entrant has been selected for the Contest.

6.3. Possess the entrance ticket allowing admission to the Event;

6.4. Be present in Hall 7 during the Event and be ready to demonstrate the costume by means of walking on stage at the time indicated by the Sponsor.

**7. Determination of Winners.** Each selected Entrant shall wear the costume that was specified in the application and walk on stage on his/her own, without any assistance. A Jury composed by the Sponsor will select a total of three (3) winners (the “**Winners**”) among eligible Entrants. Criteria that shall be considered by the Jury to define Winners are: creativity, originality, and accuracy to the depiction of the character, class, event, or person the costume is based upon. Winners will be eligible to obtain a prize determined in Section 8 of the Rules based on a placement he/she has obtained in the Contest.

The Entrants who have failed to meet the requirements mentioned above will be disqualified from the Contest.

The Sponsor reserves the right, at any time, to disqualify any Entrants not complying with the Rules (including the requirements for the costume design in Exhibit 1) and the Sponsor’s representatives instructions. Additionally, the same applies to any Entrants behaving inappropriately and/or violating public order, including the use of alcohol and drugs, during the Contest.

Winners will be required to provide valid contact information (email address, phone number, etc.) to receive their prize.

**8. Prizes.** All prizes are provided by the Sponsor. Winners shall receive:

**8.1. First-place Winner:** a selection of goodies from the Sponsor and a trip to BlizzCon 2018 for two (2) people with an approximate value of four thousand euros (€4,000.00), which includes:

(i) transfer to the airport closest to the place of a residence (home airport) of the first-place Winner;

(ii) two (2) plane tickets to Los Angeles;

(iii) a Los Angeles local airport transfer;

(iv) accommodation;

(v) two (2) entry tickets to attend the Sponsor's Convention "BlizzCon 2018" (November 2-3, 2018, in Anaheim, CA).

The first-place Winner will be responsible, at his or her own cost and expense, for obtaining all the necessary visas, passports, and other travel documents required to travel to the United States of America.

The first-place Winner will not be eligible to compete automatically in the "BlizzCon 2018" Cosplay Contest unless he/she has met the eligibility requirements for the "BlizzCon 2018" Cosplay Contest.

If the first-place Winner is a minor under applicable law, a parent or legal guardian will be required to travel on the same itinerary with the minor and shall be responsible for all of his or her own travel and accommodation costs, including transportation and accommodation costs and any costs or expenses associated with obtaining the necessary visas, passports, or other travel documents.

**8.2. Second-place Winner:** a World of Warcraft Sylvanas statue, with an approximate value of three hundred fifty euros (€350), and a selection of goodies from the Sponsor.

**8.3. Third-place Winner:** an Overwatch Mercy statue, with an approximate value of one hundred seventy-five euros (€175), and a selection of goodies from the Sponsor.

No substitutions or exchanges (including cash) of any prizes will be permitted, except that the Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value for any prize. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). All prize details are at the Sponsor's sole discretion.

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.

Resale of the Prize is forbidden. No exchange of the Prize for money, another prize, object or service different from the Prize eventually won by an Entrant will be accepted.

**9. Notice.** The Sponsor will notify Winners within ten (10) working days regarding the further process of claiming the respective prizes.

**10. Collection of information.** To provide services in connection to this Contest, the data from and about the Entrants will be collected and processed by the Sponsor. Blizzard Entertainment International, a division of Activision Blizzard International B.V., is the data controller for the processing of your personal data. The company is located at Prinses Beatrixlaan 582, WTC The Hague, Tower E, 6th Floor, 2595 BM The Hague, The Netherlands.

10.1. For the performance of the Contest and communications associated with it, including the details of the follow-up survey, the following data shall be collected: Entrants' name, email address, phone number, country of residence, age.

10.2. The data mentioned above will be collected during the application period for the Contest and the Contest itself according to the "Informatique et Libertés" law, of January 6, 1978 and its later amendments, and according to the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR).

10.3. Each Entrant agrees and understands that the Sponsor can use the data for the purposes outlined above.

**11. Responsibility.** By entering the Contest and to the fullest extent permitted by law, you release the 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 Contest 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.

In case of circumstances outside the Sponsor's control, in a fortuitous case, or under exceptional circumstances (fire, flood, natural disaster, malevolent intrusion in the IT system, strike, jeopardize of the financial and technical viability of the Contest etc.), even in the case of its own responsibility (subject to its good faith), the Sponsor retains the right to cancel the whole or part of the Contest. The present Contest will be cancelled in case of circumstances outside the Sponsor's control, without the Entrants or a Winner being able to claim any form of compensation.

The Sponsor retains the right to exclude entry to the present Contest for any individual having cheated, deceived, faked, or disturbed the operations stated in these Terms. The Sponsor retains the right to sue any individual having cheated, deceived, faked, or disturbed the operations stated in these Terms, or attempted to do so. A Winner having disturbed the Contest in any of the ways described in the present Terms will be rightfully denied the right to claim any prize. Any addition or amendment to these Terms will be announced online. They will be considered appendices to the present Terms.

**12. Grant of license.** By participating in the Contest, Entrants hereby grant to the Sponsor, a non-exclusive, worldwide, royalty free license for the duration of the protection usually granted to authors by laws and convention on copyright to: display and reproduce photographs or video material in

association with the Contest on the Sponsor's websites ("Licensed Materials"), including, but not limited to [www.blizzard.com](http://www.blizzard.com) and eu.battle.net, for streaming, commercial, business, and trade purposes, as well as for advertising and/or publicity purposes. Additionally, Entrants hereby agree and acknowledge that the Sponsor may, in its sole discretion, display the Licensed Materials, in whole or in part, distorted in character or form, on its website/s.

**13. Image Authorization.** The Sponsor can reproduce and use your full name, country of residence, age, personal photograph, Contest participation video and picture footage and interviews (hereinafter the "Elements"). You hereby authorize the Sponsor to reproduce, digitize, adapt, diffuse, represent, and communicate the Elements on any communication medium relative to the Sponsor's interactive games (the "Product") as:

Press releases, press conferences and press kits (audio and visual) of the Product by the Sponsor relative to its communication with the general and specialized (multimedia editions, general public computer science, family dedicated newspapers) press, provided that the Elements shall be reproduced and communicated in whole or in part by the aforementioned press.

The authorization hereby granted is free of charge, worldwide and for an undetermined term (or at least for the exploitation term of the Product and of the range to which it belongs). It is expressly understood that the Sponsor shall not make use of any of your eventual observation and image in a manner that could harm your reputation.

**14. Applicable law.** The Contest and these rules are governed, construed, and interpreted under the laws of France. Entrants agree to be bound by these rules.

In case of litigation, only tribunals in the country of physical residence of the head office of the Sponsor will have jurisdiction.

**15. Miscellaneous.** Entrants agree to be bound by these official rules and by the decisions of the Sponsor, which are final and binding in all respects. The Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any Entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes affect the administration, security, or proper play of the Contest, or the Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned.

The tickets to the Event shall not be reimbursed or paid by the Sponsor, and the Contest is open to participation by individuals willing to attend the Event and should not be considered an incentive to attend.

Entrants must also take the [official gamescom rules](#) into consideration regarding cosplay design:

**Allowed at gamescom 2018**

Imitation weapons made of foam, rubber, cardboard, and soft materials are allowed:

- LARP weapons (Live Action Role Play, generally made of foam or latex reproductions with a stabilizing core)
- Non-functioning bows without real strings to a max. of 1.50 m and quivers with arrow mockups
- Imitation weapons and rods made from a combination of wood/plastic/soft material, if the amount of wood is not predominant
- Projectile weapons of soft, flexible materials without a solid core
- Riding crops shorter than 1 m

**Not allowed at gamescom 2018**

- Airsoft/paintball and Gotcha weapons, even when these are non-functional
- Blank and gas guns
- Real ammunition
- Pyrotechnics, explosives, and fireworks
- Throwing weapons (e.g. throwing stars, darts, throwing knives, etc.)
- Cutting and stabbing weapons, whether with sharp or dull blades
- Real swords and ornamental swords
- Nunchakus
- Arrows of all kinds, regardless of the material
- Rods or tubes made of wood, metal, fibreglass, hard plastic
- Riding crops longer than 1 m, hand whips of all kinds
- Tanto knives and ornamental sabres

**The following rules must also be observed to accommodate the Blizzard gamescom stage and backstage area:**

**Maximum dimensions for expansive costumes:**

- Fixed wings with a maximum span of 70 cm for each wing
- Flexible wings (that can be put on and extended) with a maximum span of 140 cm for each wing when extended; extension is only allowed during brief periods for photos with an adequate amount of surrounding space

- Maximum height for costumes is 2.5 m; costumes higher than 2.2 m will no longer pass through all doors and gates
- Trains and tails with a maximum length of 1 m
- Costumes may not be too revealing, meaning that the upper body, genital area, and posterior must be covered adequately
- Make-up and painting that is part of the costume may not rub off
- The wearing of gas masks and full latex masks is prohibited
- Pieces of armor made of metal must be firmly attached to the body
- Spiked bracelets and neck bands may not have spikes longer than 5 cm and must be blunt
- Metal chains may not be worn loosely and must be firmly attached to the costume

We would like to remind you that all visitors carry their imitation weapons and wear their costumes at their own risk and are thus liable for any damage caused.