

OFFICIAL RULES

Hearthstone Death Knight Cosplay Contest

BY PARTICIPATING IN THE HEARTHSTONE DEATH KNIGHT COSPLAY CONTEST (THE "PROMOTION"), YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND YOU SHOULD READ THESE OFFICIAL RULES CAREFULLY. THESE RULES ARE COMPRISED OF PART A (WHICH APPLIES TO ALL PARTICIPANTS), PART B (WHICH APPLIES ONLY TO PARTICIPANTS WHO RESIDE IN THE UNITED STATES) AND PART C (WHICH APPLIES TO ALL NON-US RESIDENT PARTICIPANTS).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A PRIZE. YOU WILL NOT BE ELIGIBLE TO ENTER THIS PROMOTION OR RECEIVE ANY PRIZE UNLESS YOU MEET ALL OF THE ELIGIBILITY CRITERIA DESCRIBED IN SECTION 3.

PART A: TERMS APPLICABLE TO ALL PARTICIPANTS

1. CO-SPONSORS: The co-sponsors (or promoters) of this Promotion are (collectively, "Sponsor"):

Blizzard Entertainment, Inc., One Blizzard Way, Irvine, CA 92618

Activision Blizzard UK Ltd., 178 Wardour Street, London W1F 8FY, United Kingdom

Activision Blizzard Pty Ltd., Wharf 10 – Suite 2 / Level 2, 50-52 Pirrama Road, Pyrmont NSW 2009, Australia

2. PROMOTION TERM: Entries for the Promotion will only be accepted during the following time period (the "Promotional Period"):

- Submissions Open: November 2, 2022 at 10:00 AM PDT
- Submissions Close: December 21, 2022 at 11:59 PM PST

Entrants shall be solely responsible for confirming the equivalent start and end dates and times in their relevant jurisdiction.

3. ELIGIBILITY: The Promotion is open and offered to legal residents of most regions. Legal residents of Russia, Belarus, Belgium, Cuba, Iran, the Democratic People's Republic of Korea, Sudan, Crimea, and Syria, and other regions where restricted or prohibited by law are not eligible for the Promotion. Legal residents of the People's Republic of China (which for the purposes of these rules, excludes Hong Kong, Macau and Taiwan) are also not eligible for the Promotion. To be eligible to enter the Promotion you must also be 18 years of age or older at the time of entry, or the age of majority in the relevant jurisdiction, whichever is older. Participants may only participate in the Promotion so long as their participation in the Promotion and receipt of a prize does not violate applicable local laws and/or the federal, state and local laws of the United States, including any such laws applicable to jurisdictions outside the United States. Participants are responsible for ensuring that their participation in the Promotion and receipt of any Prize is compliant with all laws of the jurisdiction(s) in which they are a resident, and participants must take all steps necessary to ensure such compliance. Notwithstanding anything to the contrary contained herein, Sponsors shall have the right in its sole and absolute discretion to determine the eligibility of any and all participants. Participants acknowledge and agree that their eligibility status as determined by Sponsors may change at any time and such determination shall be final. The Promotion is void where prohibited or restricted by law. Employees, officers, and directors of Sponsor and their parents, affiliated companies, and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, web masters and web suppliers, vendors, suppliers and production/distribution partners and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsor, the "Promotion Entities"), and their dependents, immediate families (spouse and

parent, child, sibling and their respective spouses, regardless of where they reside) and/or members of their households, whether or not related, are ineligible to participate in this Promotion.

By participating, participants agree to these Official Rules and the decisions of the Sponsors, which are final and binding in all matters related to this Promotion unless disputed in accordance with Sections 13 or 16 (as applicable).

To be eligible to participate in this Promotion, you must have a Blizzard Battle.net Account in good standing in compliance with all applicable terms and conditions. Blizzard Battle.net Accounts can be created free of charge.

4. HOW TO ENTER AND WIN:

To enter the Promotion, eligible participants must submit a completed entry form during the Promotional Period via the following web page: https://blizzard.qualtrics.com/jfe/form/SV_6QAo2qhfPFL5e0m. All Promotion entries must include: (i) the participant's Blizzard Battle.net email address and other required information in the form; (ii) the name of the *Hearthstone* or *Warcraft* franchise character that the participant will be cosplaying; and (iii) pictures & video of the participant's cosplay that meets the following requirements:

- The cosplay must be 100% complete.
- The cosplay cannot be a 100% repeat of a cosplay that placed in a category or won an award in any other cosplay contest. Parts of the cosplay can be re-used if altered to fit the creative brief.
- The cosplay cannot be sponsored or otherwise paid for by a third-party business, though sponsored tools and limited amounts of sponsored materials can be used in the creation of a cosplay.
- Only 10% or less of the visible cosplay can be store-bought.
- The cosplay must faithfully recreate identifiable elements of the *Hearthstone* or *Warcraft* franchise character that the participant is cosplaying.
- Participants must submit at least four (4) high resolution, unedited photos of their cosplay, including props if applicable.
- Participants must submit a 1 – 2 minute video of their cosplay in landscape orientation. Vertical oriented videos will not be accepted.
- Submission photos and videos should include full body shots to show the entire cosplay, and it is preferred that the entire cosplay is captured horizontally (not vertically), as well as including slow pans up & down for the head-to-toe look, and a 360 degree look to see the full cosplay.
- It is strongly recommended, but not required, that the video be taken outside with natural lighting. If the video is recorded indoors, be mindful of good lighting. If the character/cosplay is being represented inside at home (ex., Garrosh in the kitchen), the environment should be well lit to allow judges to properly consider the entry.
- No music should be included in the submission video.

Promotion entries will be placed into one or more categories for judging at Sponsor's sole discretion, which will include:

- Best Armor (e.g., foam, plastics, 3D prints, etc.)
- Best Needlework (e.g., fabrics, leatherworking, sewing, etc.)
- Best Death Knight (cosplay of a Death Knight character from *Hearthstone* or the *Warcraft* franchise)
- Best Goblin Craft (full cosplay must be made from cardboard, paper, glue, and tape)

Judging will occur throughout the submission process, subject to Sponsor's determination. Entries will be judged on the cosplay pictures and video submitted at the time of entry based on the originality and design of the creative concept for the cosplay, and the execution of that creative concept into the actual cosplay worn by the participant. The winner of each judging category will be determined after the final submission deadline. The "Best in Show" winner will be chosen from the Best Armor, Best Needlework, and Best Death Knight category winners. The Goblin

Craft category winner will not be considered for “Best in Show.” Winners cannot win more than one judging category, with the exception of “Best in Show.” All winners will be revealed during an online broadcast that will take place on January 6th, 2023. All judging and eligibility decisions by sponsor are final. Limit one (1) entry per person.

5. PRIZES: Winners of the Promotion will receive the following prizes:

One (1) participant will be chosen by Sponsor as the “Best Armor” category winner and will receive a prize package consisting of: (i) One Thousand Five Hundred Dollars (\$1,500.00 USD), and (ii) a custom medal.

One (1) participant will be chosen by Sponsor as the “Best Needlework” category winner and will receive a prize package consisting of: (i) One Thousand Five Hundred Dollars (\$1,500.00 USD), and (ii) a custom medal.

One (1) participant will be chosen by Sponsor as the “Best Death Knight” category winner and will receive a prize package consisting of: (i) One Thousand Five Hundred Dollars (\$1,500.00 USD), and (ii) a custom medal.

One (1) participant will be chosen by Sponsor as the “Best Goblin Craft” category winner and will receive a prize package consisting of: (i) Five Hundred Dollars (\$500.00 USD), and (ii) a custom medal.

One (1) participant will be chosen by Sponsor from the Best Armor, Best Needlework, and Best Death Knight category winners as the “Best in Show” and will receive an additional prize package consisting of: (i) Five Thousand Dollars (\$5,000.00 USD), and (ii) a custom Death Knight-themed crown.

6. PRIZE RESTRICTIONS: To claim a prize, winners must follow the instructions provided to them by Sponsor. 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 of equal or greater value for any portion of 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, fitness for a particular purpose or non-infringement). Prize recipients are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with receipt of the prize. Prize recipients may be required to execute an affidavit of eligibility, release of liability, publicity release, and other documentation as required by Sponsor as a condition of receiving a prize.

7. PUBLICITY: Except where prohibited by applicable law, each participant agrees to participate in publicity activities related to the Promotion as may be required by Sponsors. Prize winners must appear on a live or recorded internet broadcast as directed by Sponsor as a condition of receiving a prize. Each participant, in consideration of their being allowed the opportunity to enter the Promotion, hereby grants Sponsor a perpetual, non-exclusive, royalty-free, worldwide license and right to utilize all entry materials submitted to Sponsor in connection with the Promotion, as well as the participant’s name(s), aliase(s), character, likeness, social media handles, and biographical information (“Participant Materials”) for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law, and releases Sponsor from any liability with respect thereto. Without limiting the generality of the foregoing, 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 Participant 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. The grant of rights set out above shall include an assignment of all moral rights accruing to Participant or, in jurisdictions where such assignment is not permitted by law, a waiver of such moral rights and an agreement by Participant not to institute or support any claim based on moral rights against Sponsor. Participant 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. PRIVACY: By participating to the Promotion, participants hereby acknowledge that Sponsors may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at

<https://www.blizzard.com/legal>. Participants confirm that they have acknowledged the Privacy Policy applicable to their country of residence. Participants' personal information may be transferred to the United States of America for the purpose of this Promotion. Participants have the right to access, ask for erasure, and correction of their personal information and can request such action as detailed in the Privacy Policy applicable to their country of residence.

9. SPONSORS' RIGHTS: Sponsor reserve the right at any time, in their absolute discretion, to:

- verify the eligibility of any participant (including their age and place of residence);
- disqualify any participant found to be abusing or tampering with the operation of the Promotion or entering using fraudulent means, or who the Sponsors believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to Sponsor's social media channels and/or interactive features of its websites or other platforms that is, in the Sponsor's opinion, inappropriate, offensive or upsetting to other participants, fans of the Sponsors, or directly aimed at the Sponsors, or contrary to applicable law, and at one or more Sponsors, or contrary to applicable law, or Sponsors or Sponsors' vendor or supplier's terms of use or service (including community guidelines or other terms governing appropriate behavior) and to remove any such entry or comment.

Sponsor reserve the right to extend, withdraw, alter, suspend or terminate the Promotion or these Official Rules in respect of one or more territories at any time if circumstances beyond their control (which could not be reasonably foreseeable at the time of this Promotion and which could not be avoided by appropriate means) make this unavoidable.

PART B: TERMS APPLICABLE TO US RESIDENT PARTICIPANTS

The following terms apply only to those participants who are residents of the United States and Canada:

10. CONDITIONS OF PARTICIPATION: Participants agree that Sponsor will have no liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance or receipt of the Prize, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the distribution, offering, or announcement of any Prize.

11. LIMITATIONS ON LIABILITY: Sponsor is not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, garbled, or stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors or problems of any kind, whether typographical, printing, human, technical, mechanical, electronic, network or otherwise, including, without limitation, or any errors or problems which may occur in connection with the administration of the Promotion; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or website, as solely determined by the Sponsors, will be disqualified (and all associated entries will be void), and Sponsors reserve the right to terminate such participant's eligibility to participate in this or any other promotion offered by Sponsors. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from a Promotion-related website. Should any portion of the Promotion be, in Sponsors' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the

sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsors reserve the right at their sole discretion to suspend or terminate the Promotion.

12. IN NO EVENT WILL SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PROMOTION, RECEIPT OF ANY PRIZE, OR YOUR ACCESS TO AND USE OF ANY WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PROMOTION SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

13. ARBITRATION: Any dispute whatsoever relating to the Promotion which is not resolved within the thirty (30) day period commencing upon receipt of written notice by either party from the other party, shall be settled by binding and final arbitration before a single arbitrator. The demand for arbitration shall be made within a reasonable time after a claim, dispute, breach or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim, dispute or breach. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Arbitration shall be by a single arbitrator experienced in the matters at issue selected pursuant to the AAA Rules. The arbitration shall be held in such place in the metropolitan area of Los Angeles, California, as may be specified by the arbitrator (or such other place upon which the parties and the arbitrator may agree), and shall be conducted pursuant to the AAA Rules (regardless of any choice of law provision in this Agreement) to the extent not otherwise inconsistent with this Agreement. The parties shall not be entitled to discovery other than the exchange of relevant documents and one deposition not to exceed eight hours, except as otherwise allowed by the arbitrator or the AAA rules. However, the parties shall also be entitled to depose any expert that will be presented to testify at the arbitration hearing. The decision of the arbitrator shall be final and binding as to any matters submitted to arbitration and shall be in lieu of any other action or proceeding of any nature whatsoever; and, if necessary, any judgment upon the arbitrator's decision may be entered in any court of record having jurisdiction over the subject matter or over the party against whom the judgment is being enforced. The arbitrator shall issue a reasoned opinion to support his or her final award, and shall have no power to issue any ruling that either is not consistent with, or is contrary to, Delaware law. The arbitrator also shall have no power to award exemplary, special or punitive damages, and shall further have no power to award incidental or consequential damages or damages for lost profits. The reasonable attorneys' fees and costs of the prevailing party or parties (as determined by the arbitrator) shall be reimbursed by the other party or parties. For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Except as required by law, the parties agree to keep confidential the existence and details of any dispute subject to this provision, including the results of arbitration. The foregoing shall not be deemed to prohibit a party from disclosing relevant information to its legal, financial and other advisors in connection with any such dispute as long as such advisors agree to maintain the confidentiality thereof pursuant to this provision.

14. CHOICE OF LAW: Except where prohibited, each participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any reward shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will participant be permitted to obtain attorneys' fees or other legal costs; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Delaware law, without reference to Delaware choice of law rules, governs the Promotion and all aspects related thereto.

PART C: TERMS APPLICABLE TO NON-US RESIDENTS

The following terms apply only to those participants who are resident in one of the eligible countries outside of the United States listed in Section 3:

15. LIABILITY:

By participating in the Promotion you accept the characteristics and limitations of the media used, such as telephone networks or internet and its risk and effect of interruptions and more in general the risks that are inherent to communication through internet, such as limited data protection, malware and viruses. It is the responsibility of Participants to take all foreseeable and reasonable measures to protect his or her computer or mobile device and its content. Participating in the Promotion is at the sole responsibility of the participant and, except as expressly stated in these Official Rules, Sponsors will not be liable for any problems or malfunctions related to the technical tools, computers, telephone lines, transmission systems, internet connections, which could prevent the participant from participating in the Promotion or accepting any Prize in accordance with these Official Rules. The participant is solely responsible for the use and control of its own devices and email box.

Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will entrant be permitted to obtain attorneys' fees or other legal costs; no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. The Sponsor and its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law in any relevant jurisdiction (including any applicable Consumer Guarantee under the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorized access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Without limiting the foregoing, everything on the competition site is provided "as is" without warranty of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you.

The following provision will not apply to you if you are resident in Germany. If the Sponsors fail to comply with these Official Rules, the Sponsors are responsible for loss or damage you suffer that is a foreseeable result of the Sponsors' breach of these terms and conditions or its negligence, but are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Sponsors' breach or if they were contemplated by you and the Sponsors at the time that you entered the Promotion. Sponsors will not be responsible for damages which do not directly flow from a breach by the Sponsors of one of their obligations. Any further liability for damages is excluded; however, you may have rights under consumer protection laws that also apply. These Official Rules are not intended to limit, modify or restrict your rights under consumer protection laws in any way. The following provision will apply to you if you are resident in Germany. The Sponsors will have unlimited liability in the case of intent or gross negligence as well as with the existence of a guarantee granted by the Sponsors themselves for damages incurred by Participants in connection with the Promotion. In cases of slight negligence, the Sponsors also have unlimited liability in the event of loss of life, bodily injury or impairment of health. In the event of a slightly negligent breach of essential contractual obligations the Sponsors' liability is limited to the resultant property damage and financial loss in the amount of the foreseeable, typically occurring damage. An essential obligation is an obligation that must be satisfied in order to execute the organization of the Promotion properly and upon the compliance with which these terms and conditions regularly does and is entitled to rely on. Any further liability for damages is excluded.

16. LAW AND JURISDICTION: The Promotion and these Official Rules, and any dispute or claim arising out of or in connection with them, are governed by English law. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including the clause above, affects your rights as a consumer to rely on such mandatory provisions of local law.

Any dispute or claim arising out of or in connection with the Promotion or these Official Rules shall be subject to the non-exclusive jurisdiction of the courts of England. If you are a consumer resident in another country, you may also bring proceedings in your local courts.