Official Rules

2018 HEROES OF THE DORMTM BRACKET CHALLENGE

Please read these rules before entering the 2018 Heroes of the DormTM Bracket Challenge (the "Contest"). By entering and participating in the Tournament, 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., (BLIZZARD) AND TESPA, INC. ("TESPA") (COLLECTIVELY REFERRED TO HEREIN AS "SPONSOR") ARE THE SPONSORS OF THIS CONTEST. THIS CONTEST IS OPEN ONLY TO INDIVIDUALS WHO, AS OF THE DATE OF ENTRY ARE: (A) LEGAL RESIDENTS OF THE UNITED STATES, CANADA (EXCLUDING QUEBEC), AUSTRIA, BELGIUM, BELARUS, BULGARIA, CROATIA, CZECH REPUBLIC, FRANCE, GERMANY, HUNGARY, ITALY, NORWAY, SERBIA, SWITZERLAND, TURKEY, THE UNITED KINGDOM, HONG KONG, SOUTH KOREA, MACAU, TAIWAN AND THAILAND; (B) THIRTEEN YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY; (B) HAVE AUTHORIZED ACCESS TO A FULL BATTLE.NET ACCOUNT REGISTERED ON BLIZZARD'S NORTH AMERICA BATTLE.NET SERVICE THAT IS IN GOOD STANDING AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THIS CONTEST; AND (D) 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, or your state 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 Contest rules with your entry, and that such agreement constitutes acceptance of these Contest 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 Contest. To be eligible to win a prize, entries must be completed and received by Sponsor in the format designated below. 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. In the event of any dispute, entries will be deemed to have been submitted by the owner of the e-mail address from which the e-mail was sent. LIMIT ONE (1) ENTRY PER PERSON. Only entries received online in accordance with these Official Rules will be accepted. No other forms of entry - fax, mail, email, phone or other - will be accepted. Entry materials/data that have been tampered with or altered are void.

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 Contest 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 Contest. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by any other users completing Heroes of the Dorm brackets, or by any of the equipment or programming associated with Heroes of the Dorm, or by any other technical or human error which may occur in the processing of registrations or entries into the Contest, or otherwise in connection with the Contest, including without limitation any technical limitation that results in the disqualification or loss of ranking status of any Entrant into the Contest.

3. Contest Period. The Contest registration shall commence on 7:00 PM PST March 20, 2018 (the "Start Date"), and shall continue in duration until 11:59 PM PST March 27, 2018 (the "Deadline"). All entries must be received by the Deadline to be eligible to win a prize.

4. How to Enter. Entrants will be required to complete a Heroes of the Dorm Round of 64 bracket at <u>http://www.heroesofthedorm.com/brackets</u> to enter the Contest.

5. Bracket Challenge Contest. Entrants that accumulate the most points by correctly selecting the "winning pick" for each of the sixty-three (63) match-ups associated with the Heroes of the Dorm Tournament (the "Tournament") will have a chance to win the prizes set forth in Section 4(a)(vi) below. The following shall determine the winners of the Bracket Challenge Contest portion of the Contest.

(i) Making Selections. Entrants may enter selections online by following the instructions in the How to Play section of the Contest's website located at <u>http://www.heroesofthedorm.com/brackets</u>. All terms and conditions of the Contest website and these Official Rules apply.

(ii) Scoring. A correct pick in a given round is shown below:

- **Round 2:** 10 points per pick
- Round 3: 20 points per pick
- Round 4: 40 points per pick
- Round 5: 80 points per pick
- Round 6: 160 points per pick
- Championship: 320 points per pick

Note that in the event a Tournament match does not occur as scheduled (e.g., due to cancellation) no points will be awarded.

(iii) Lock-time. The bracket choices made by Entrants will lock at the scheduled start time for the first match in the Tournament. An Entrant's picks for the matchups must be submitted, received and recorded by Sponsor's computer by the scheduled locktime. Selections submitted after the deadline are considered invalid. Sponsor's computer is the official time-keeping device for this Contest.

(iv) Ties. Entrants shall submit a predicted score for the championship game (the "Tiebreaker Game Score") when they submit their bracket. This prediction is used for tiebreaker purposes only. If no predicted score is submitted for an entry, it is given a default prediction of zero (0) points to zero (0) points.

(v) Tiebreakers. In all cases, an entry that does not win a tiebreaker is eliminated from consideration. • Tiebreaker #1 - An Entrant's predicted Tiebreaker Game Score is compared to the actual game score. The differences (absolute values only) between the predicted score and actual score for each team are added together into a combined total. The entry with the smallest total is considered the winning entry.

- Tiebreaker #1 An Entrant's predicted Tiebreaker Game Score is compared to the actual game score. The differences (absolute values only) between the predicted score and actual score for each team are added together into a combined total. The entry with the smallest total is considered the winning entry.
- Tiebreaker #2 The Entrant's predicted score for the winning team that is closest to the actual score of the winning team is considered the winning entry.
- Tiebreaker #3 Number of points scored in Championship Round.
- Tiebreaker #4 Number of points scored in Round 6.
- Tiebreaker #5 Number of points scored in Round 5.
- Tiebreaker #6 Number of points scored in Round 4.

- Tiebreaker #7 Number of points scored in Round 3.
- Tiebreaker #8 Number of points scored in Round 2.
- Tiebreaker #9 The Entrant whose date of Bracket Challenge was recorded in the system the earliest.

(vi) Bracket Challenge Prizes.

- **Participation Prize.** Each Entrant shall receive a code for a Limited Edition Heroes of the StormTM in-game Spray and Banner (use of this prize requires access to Blizzard Entertainment's Heroes of the Storm interactive game, which is free to play and available via download to Battle.net account holders. To register a Battle.net account for free, go to <u>battle.net</u>.) with an approximate retail price of \$7.23 USD.
- **Top 500 Finalists.** The Entrants who finish in the top five hundred (500) positions shall receive the Heroes of the Dorm 2018 Championship Mount in-game item with an approximate retail price of \$7.23 USD.
- **Grand Prize.** The Entrant who finishes in the First Place position in the Bracket Challenge shall receive a check in the amount of Ten Thousand Dollars (\$10,000.00 USD) from Sponsor.
- **Perfect Grand Prize.** In the event an Entrant submits a "Perfect Bracket" whereby he/she accurately predicts the outcome of all sixty-three (63) Tournament games, they shall be eligible to receive a Perfect Grand Prize of One Million Dollars (\$1,000,000 USD) from Sponsor.

6. Odds of Winning. Odds of winning a prize depend on the total number of Entrants who submit entries for the Contest. 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 for the drawing at issue, 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. Limit one prize per household or address.

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 FEDERAL, STATE, PROVINCIAL AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All prizes will be awarded. Winners of a prize in this Contest must execute an affidavit of eligibility, liability and publicity release within the time period specified by Sponsor before they can receive their Prize. Prize Winners will be contacted at the email address associated with their Battle.net Account. Prizes returned as undeliverable or otherwise not claimed within fifteen (15) days after delivery of notification will be forfeited and may be awarded to an alternate winner, 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 of equal or greater value for any prize. Limit one prize per household or address. 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).

7. Sponsor Use of Entries. Each Entrant, in consideration of their being allowed the opportunity to enter the Contest, hereby grant Sponsor a perpetual, non-exclusive, worldwide license and right to utilize the entry materials submitted to Sponsor in connection with the Contest (collectively, "Entry Materials"), as well as Entrant's name, address (city and state), 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 7.

8. Collection of Information. The Entry Materials include a survey that requires you to enter your name, e-mail address, and state of residence. By entering the Contest, you consent to Sponsor's use of this information to inform you of open positions with Blizzard (provided that Sponsor shall provide you with the opportunity to opt-out of such communications), and to associate your name with your submission in promotional materials for the Contest in the event that you are chosen to be a winner. As stated above, the contest 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 Contest, 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 "2018 Heroes of the Dorm Bracket Challenge -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 Contest if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in Section 5 herein.

9. General Release. By entering the Contest, 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 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, any activity or travel related to the Contest or from any interaction with, or downloading of Contest information and any printing or typographical errors in any materials associated with the Contest. EVERYTHING PROVIDED IN CONNECTION WITH THE CONTEST 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. Affidavit & Release. As a condition of being awarded any prize, Winners will be required to execute and deliver to Sponsor a signed Affidavit of Eligibility and a publicity and liability release within fifteen (15) days of prize notification.

10. Winners List; Rules Request. For a copy of the winners list, send a stamped, self-addressed, business-size envelope after May 31, 2018 and before June 30, 2018, to Sponsor at the following address:

"2018 Heroes of the Dorm Bracket Challenge - 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: "2018 Heroes of the Dorm Bracket Challenge - Rules Request," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. Residents of WA and VT, may omit return postage.

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

12. Miscellaneous. The Contest 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 Contest, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. 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 beyond Sponsor's control affect the administration, security or proper play of the Contest or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, tamper with the operation of the Contest, engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other Entrant (in each case as determined in Sponsor's sole discretion), attempts to undermine the legitimate operation of the Contest 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 Contest. 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 Contest. If you have any questions about these Official Rules or the Contest, please e-mail them to compete@tespa.org or send written questions to "2018 Heroes of the Dorm Bracket Challenge," P.O. Box 18979, Irvine, CA 92612.

15. Sponsor will be collecting personal data about entrants online in accordance with its privacy policy. Please review Sponsor's privacy policy at <u>http://us.blizzard.com/enus/company/about/privacy.html</u>. 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.

17. Contest Sponsor. The sponsors of this Contest are Blizzard Entertainment, Inc., and TESPA, Inc.