

## OFFICIAL RULES: OVERWATCH LEAGUE VIEWERSHIP FINALS INCENTIVE PROMOTION

**OVERVIEW:** The Overwatch League Viewership Finals Incentive Promotion (the “Promotion”) provides the following benefit: a reward of a free Spray for every one and one half hours watched of the finals each day. Additional details on this offer is set forth below (all capitalized terms defined below).

BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND YOU SHOULD READ THESE OFFICIAL RULES CAREFULLY. THESE RULES COMPRISE OF PART A (WHICH APPLIES TO ALL ENTRANTS), PART B (WHICH APPLIES ONLY TO US AND CANADA RESIDENT ENTRANTS) AND PART C (WHICH APPLIES TO ALL NON-US AND NON-CANADIAN RESIDENT ENTRANTS).

### **PART A: TERMS APPLICABLE TO ALL ENTRANTS**

**1. CO-SPONSORS:** The sponsors (or promoters) of this Promotion are (collectively, “Sponsors”):

The Overwatch League, LLC, One Blizzard Way, Irvine, CA 92618 (in respect to US and Canada)

The Overwatch League, B.V., Stroombaan 16, 1181 VX, Amstelveen, Netherlands (in respect to all eligible countries outside of US and Canada)

**2. PROMOTION TERM AND DEADLINES:** The Promotion begins with the first Match of the Overwatch League Grand Finals of the 2018 Overwatch League season (“Finals”), on or around Friday, July 27, 2018 at and ends with the conclusion of the final Overwatch League Grand Finals match on or around July 28, 2018 (“Promotion Period”). Each Overwatch League official playoff match (each, a “Match”) during the Promotion Period will constitute a separate and distinct promotional event under these Official Rules.

**3. ELIGIBILITY:** The Promotion for Sprays as described in Section 4 below is open and offered to legal residents of all countries except for those prohibited by applicable law, statute, or regulation, or otherwise prohibited by Sponsors in Sponsor’s sole discretion.

To be eligible to enter the Promotion you must also be 13 years of age or older at the time of entry. If you are a minor (as defined in your country of residence) then you must get permission from your parent or guardian to enter the Promotion. Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsors 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 Sponsors, 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, entrants agree to these Official Rules and the decisions of the Promotion judges, which are final and binding in all matters related to this Promotion unless disputed in accordance with Sections 17 or 19 (as applicable).

To be eligible to participate in this Promotion, you must have an account in good standing with (1) Blizzard Entertainment and (2) Twitch if viewing on their platform, in each case in compliance with all applicable terms and conditions. Twitch accounts are free of charge and can be obtained at <http://link.twitch.tv/drops-blizzard-create>. Blizzard accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Viewers of Finals Matches on the following platforms (each, a “Platform”) will be eligible to participate in this Promotion (as detailed below) by following these steps:

**Twitch.tv or Twitch Desktop App viewers (including the Twitch Mobile App and Twitch apps on game consoles and TV devices) viewers:**

1. [Create](#) or [log in](#) to your Blizzard Battle.net account.
2. [Link](#) your Twitch account to your Battle.net account.
3. View a live stream of a Match during the Promotion Period.

**Overwatchleague.com, Overwatch League app, Battle.net, and Overwatch game client viewers:**

1. [Create](#) or [log in](#) to your Blizzard account on [www.overwatchleague.com](http://www.overwatchleague.com), Battle.net, or in the Overwatch game client.
2. View a live stream of a Match during the Promotion Period.

The foregoing conditions of entry (as applicable depending on viewing platform) are the “[Initial Conditions](#)”.

**Sprays** - All viewers who satisfy the Initial Conditions and are viewing a live stream for a period of at least one and one-half hours (the “[Reward Period](#)”) during the Finals will receive 1 Spray (as defined in Section 6) per Reward Period the viewer watches for. Each Match consists of 3-5 maps. No drawing or other chance element is involved for this Promotion.

During the Promotion Period there will be approximately 3 Finals Matches (subject to the results of each previous Match). For a complete schedule visit the schedule page of the Overwatch League website [here](#). Limit of one (1) entry per Blizzard account and Twitch account per Match regardless of method of entry (and any person holding more than one Blizzard or one Twitch account shall be entitled to one (1) entry only). Any attempt by any person to obtain more than the stated number of entries by using multiple accounts, or any other methods including, without limitation, script, macro or any automated or other means which subverts the intended operation of the Promotion, will void all of that person’s entries and that person will be disqualified.

If an entrant does not want to be automatically entered into the Promotion, he or she may either (1) log out of your Twitch or Blizzard account(s) (as applicable) prior to the end of a particular Match; (2) un-link your Twitch account from your Blizzard account if viewing on Twitch’s platform; or (3) contact Blizzard customer support [here](#) with a request not to participate in the Overwatch League Finals Viewership Incentive Program and Sponsors will remove you from being eligible to earn in this Promotion for any future Matches.

**5. NOTIFICATION AND VERIFICATION OF PRIZES:** Within 48 hours of the conclusion of each applicable Match, and upon Sponsors’ (or Sponsors’ designee’s) determination of eligible participants and winners, the following will occur: Sprays will be credited to Blizzard accounts of persons who earned those Sprays per Section 4 above, subject to compliance with these Official Rules. Xbox One® and PlayStation®4 system players must have their Xbox Live or PlayStation®Network account linked to their Blizzard account in order to redeem Sprays. Valid Overwatch game license is required to redeem Sprays in the Overwatch game. Provided you have an Overwatch game connected to your Blizzard account (including linking your Xbox Live or PlayStation®Network account as detailed above) the Sprays will appear in your Blizzard Overwatch account without you needing to take further action. If you do not, then the Sprays will be stored for you until you connect an Overwatch game to your Blizzard account until the expiration date (as detailed in section 6 below). You will be notified by email within 30 days of a Match if you are a winner, and you must complete any forms or other documentation provided by Sponsor (or Sponsor’s designee) in order to receive your prize. 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.

## **6. SPRAYS:**

Overwatch League sprays are virtual items to be used for fun during Overwatch game play (each, a “Spray”). Sprays do not change a user’s performance in the game, have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. Sprays will be added directly to the participants’ Blizzard accounts with no additional action required on the part of the participant (subject to 5 above). The use of Sprays are subject to all terms and conditions applicable to the Overwatch game license, including without limitation Blizzard’s End User License Agreement available [here](#). Sprays which are awarded but not ‘redeemed’ into an Overwatch game (including, without limitation, by linking an Xbox Live or PlayStation®Network account to your Blizzard account) by December 31, 2018 will expire and will not be replaced. Sprays ‘redeemed’ into an Overwatch game on one platform (e.g., PC, Xbox® One or Playstation® 4) will no longer be available to be ‘redeemed’ on an Overwatch game account on another platform after 30 days. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with the award of Sprays.

**7. PUBLICITY:** Except where prohibited by applicable law, each winner of Sprays agrees to participate in reasonable publicity as may be required by the Sponsors in respect of the Promotion. The Sponsors reserve the right to publish each winner’s name, photograph and country of residence on their winner’s list and websites, as applicable.

**8. PRIVACY:** All information submitted to Sponsors by entrants will be treated in accordance with the privacy policy of the applicable Platform entrant used to view the applicable Match and may be shared with Blizzard Entertainment for the purposes of fulfilling this Promotion. Information submitted by entrants will be shared by Sponsors with Blizzard Entertainment and will be subject to and will be treated in a manner consistent with the Blizzard Entertainment Privacy Policy, a copy of which can be found at <http://us.blizzard.com/en-us/company/about/privacy.html>. Eligible participants who are residents of Taiwan should refer to Blizzard Entertainment’s Privacy Policy here: <http://tw.blizzard.com/zh-tw/company/about/privacy.html>.

**11. SPONSORS’ RIGHTS:** Each of the Sponsors reserve the right at any time, in their absolute discretion, to:

- verify the eligibility of any entrant (including their age and place of residence);
- disqualify any entrant found to be abusing or tampering with the operation of the Promotion or entering using fraudulent means, or who the Sponsor believes to have acted in breach of these Official Rules; and
- disqualify any entrant posting an entry or a comment to the applicable Sponsor’s or Blizzard’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 entrants, fans of the Sponsor or directly aimed at the Sponsor, 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.

The Sponsors reserve the right to extend, withdraw, alter or suspend the Promotion or these Official Rules 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.

**12. CONTACT:** If you have any questions regarding the Promotion, please contact Blizzard customer support [here](#).

## **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:

**13. CONDITIONS OF PARTICIPATION:** Entrants agree that the Promotion Entities 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,

possession, misuse or use of the Sprays, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any Spray.

**14. LIMITATIONS ON LIABILITY:** Promotion Entities are 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 entrant'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, and if terminated, randomly select winners from all non-suspect, eligible entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsors. In the event of a dispute regarding entries received from multiple users having the same Blizzard account, the authorized subscriber of the Blizzard account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses that is associated with the Blizzard account.

**15. IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF 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.**

**16. 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.

**17. CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded 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 entrant 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) entrant 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:

#### **18. 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 Entrants to take all foreseeable and reasonable measures to protect his or her computer or mobile device and its content. Participating in the competition is at the sole responsibility of the entrant 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 entrant from participating in the Promotion or accepting any Sprays in accordance with these Official Rules. The entrant is solely responsible for the use and control of its own devices and email box.

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 Entrants 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.

**19. 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.