## Overwatch® Funko POP! July 2019 Sweepstakes ("Official Rules")

1. Eligibility. 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 THIS SWEEPSTAKES (the "Sweepstakes"). This Sweepstakes is open to anyone aged thirteen (13) or over residing in AUSTRIA, BELGIUM, BULGARIA, CROATIA, CZECH REPUBLIC, DENMARK, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, IRELAND, ITALY, LATVIA, LITHUANIA, LUXEMBOURG, MALTA, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, SLOVAKIA, SLOVENIA, SPAIN, SWEDEN, SWITZERLAND, THE UNITED KINGDOM (the "Entrant"). If you are between the age of thirteen (13) and the legal age of majority in your country 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. Directors, officers, and employees of Sponsor, its parent company, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each of the above are not eligible to win any prizes. All applicable federal, state, and local laws and regulations apply.

**2. Disclaimer.** To the full extent permitted under applicable law, 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 Sweepstakes 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 Sweepstakes.

**3.** Sweepstakes Period. The Sweepstakes shall commence on Monday, July 1, 2019 at 12:00 CEST and end on Wednesday, July 10, 2019 at 23:59 CEST.

**4.** How to Enter the Sweepstakes. Several entries allowed within the limit defined in this Section 4.

4.1. To enter the Sweepstakes, an Entrant must:

(i) meet the eligibility requirements set forth in Section 1 above;

(ii) fill out a form on the web page dedicated to the Sweepstakes at <u>https://playoverwatch.com/news/23045275</u> (the "Social Media Platform") providing his/her correct name and email address.

The Entrant will get five (5) entries to the Sweepstakes for complying with the requirements set out in this Section 4.1.

4.2. In order to obtain additional entries to the Sweepstakes, an Entrant may:

(i) click the dedicated button featured on the Social Media Platform to visit <u>https://gear.blizzard.com/eu/game/overwatch?manufacturer=41</u>. This action will give three (3) additional entries to the Sweepstakes;

(ii) and/or click the dedicated button featured on the Social Media Platform to view a post on the Overwatch European Instagram account at <u>https://www.instagram.com/overwatcheu</u>. This action will give two (2) additional entry to the Sweepstakes.

Each of the abovementioned actions can be performed only once.

**5. Determination of Winners.** The Sponsor will randomly choose five (5) winners among qualified Entrants who meet the requirements defined in Section 4 of these Official Rules (the "Winners"). Winners will be eligible to obtain the respective prizes defined in Section 6 of these Official Rules. The Winners will be contacted at the email address provided by the Entrant while entering the Sweepstakes on or before Friday, July 19, 2019 to obtain the Winners' mailing addresses for prize distribution. The prizes will be sent by mail on or before Friday, August 9, 2019.

## 6. Prizes.

6.1 The first Winner will be awarded with an Overwatch Funko POP! bundle with an approximate retail value of €45 (forty-five euros) containing the following figurines: D.Va, Pharah, Bastion (over-sized), Sombra (2019 Spring convention exclusive)

6.2 The second Winner will be awarded with an Overwatch Funko POP! bundle with an approximate retail value of €45 (forty-five euros) containing the following figurines: Reaper, Moira, D.Va, Pharah (special edition), D.Va Keychain

6.3 The third Winner will be awarded with an Overwatch Funko POP! bundle with an approximate retail value of €40 (forty euros) containing the following figurines: Brigitte, Moira, D.Va Funko Club exclusive, Tracer (EMP exclusive)

6.4 The fourth Winner will be awarded with an Overwatch Funko POP! bundle with an approximate retail value of €40 (forty euros) containing the following figurines: Wrecking Ball (over-sized), Reaper, Pharah (special edition), D.Va Keychain

6.5 The fifth Winner will be awarded with an Overwatch Funko POP! bundle with an approximate retail value of €40 (forty euros) containing the following figurines: Pharah, Brigitte, D.Va Funko Club exclusive, Tracer (EMP exclusive)

**7. Odds of Winning.** Odds of winning a prize depend on the total number of eligible Entrants for the applicable drawing and the amount of additional entries mentioned in Section 4.2. 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 not claimed (including the absence of Winners' answer to Sponsor's email message and/or failure to provide a correct mailing address in one of the eligible countries mentioned in Section 1 above) 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. 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 person. 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 Sponsor's sole discretion.

**8.** Collection of Information. The information (email address and name) submitted to Sponsor during the entering to the Sweepstakes via the website "gleam.io" operated by an Australian private company "Crowd9 PTY LTD" with its address at MORNINGTON VIC 3931, Australia – the data operator, will be used to contact you in the event that you are chosen to receive a prize and as otherwise specified in Sponsor's Privacy Policy, available at <u>blizzard.com/privacy-policy</u>. Note that the data

controller for the processing of your personal data for this Sweepstakes is Blizzard Entertainment SAS. The details of each entrant (email address and name) will be transmitted by the Sponsor's and Operator's servers, which will process the data. The data collected during the Sweepstakes will be used in accordance 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). Each entrant agrees and understands that Sponsor can use the data for the purposes outlined above. Each entrant benefits from the right to access and modify his personal data. You may also withdraw your personal data upon request; however, you will be disqualified as an entrant in the Sweepstakes if you withdraw your personal data prior to the determination and fulfilment of the prizes listed in Section 6 herein.

**9.** Copyright Notice. The Sweepstakes and all accompanying materials are copyright © 2019 Blizzard Entertainment, Inc. All rights reserved. All other trademarks referenced herein are the properties of their respective owners.

**10. Miscellaneous.** To the extent permitted by law, the Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of France. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any Entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes affect the administration, security or proper play of the Sweepstakes or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Sweepstakes. 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 Sweepstakes.