

THE BLIZZCONLINE COMMUNITY SHOWCASE ART CONTEST

OFFICIAL RULES

- 1. Eligibility.** BLIZZARD ENTERTAINMENT, INC., A DELAWARE CORPORATION, (“BLIZZARD”) IS THE SPONSOR OF THE BLIZZCONLINE COMMUNITY SHOWCASE ART CONTEST (“CONTEST”). ELIGIBILITY FOR THIS CONTEST IS LIMITED TO INDIVIDUALS WHO REGISTER FOR THE CONTEST THAT: (I) HAVE AUTHORIZED ACCESS TO A FULL BLIZZARD BATTLE.NET ACCOUNT IN GOOD STANDING REGISTERED ON BLIZZARD’S ON-LINE GAMING SERVICE IN THEIR OWN NAME; (II) ARE RESIDENTS OF THE UNITED STATES, ARGENTINA, AUSTRALIA, AUSTRIA, BELARUS, BELGIUM, BELIZE, BOLIVIA, BULGARIA, CHILE, CANADA, CROATIA, DENMARK, ECUADOR, EGYPT, EL SALVADOR, ESTONIA, FRANCE, FINLAND, GERMANY, GREECE, GUATEMALA, HONDURAS, HONG KONG, HUNGARY, ICELAND, INDONESIA, IRELAND, ISRAEL, ITALY, JAMAICA, JAPAN, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MACAU, MALAYSIA, MEXICO, NICARAUGA, NORWAY, PERU, POLAND, PORTUGAL, PUERTO RICO, ROMANIA, RUSSIA, SERBIA, SINGAPORE, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, STATE OF QATAR, SWEDEN, SWITZERLAND, TAIWAN, THAILAND, THE CZECH REPUBLIC, THE NETHERLANDS, THE PEOPLE’S REPUBLIC OF CHINA, THE PHILIPPINES, THE UKRAINE, THE UNITED KINGDOM, TRINIDAD AND TOBAGO, TUNISIA, TURKEY, VIETNAM AND VENEZUELA; AND (III) ARE OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE AS OF SEPTEMBER 21, 2020, OR IF THEY ARE UNDER THE LEGAL AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE ON SEPTEMBER 21, 2020, ARE ABLE TO SUBMIT A SIGNED, WRITTEN STATEMENT THAT A PARENT OR GUARDIAN HAS READ, UNDERSTOOD AND AGREES TO THESE CONTEST RULES WITH THEIR ENTRY, AND THAT SUCH AGREEMENT CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES ON BEHALF OF THE PARENT OR GUARDIAN AND THEMSELVES, AND THEY ARE (a) OVER 13 YEARS OF AGE AND A RESIDENT OF THE UNITED STATES OF AMERICA, OR A MEMBER COUNTRY OF THE EUROPEAN UNION (OTHER THAN SPAIN, AND/OR THE UNITED KINGDOM); (b) OVER 14 YEARS OF AGE AND A RESIDENT OF SPAIN, THE UNITED KINGDOM, OR RUSSIA, OR (c) OVER 15 YEARS OF AGE AND A RESIDENT OF THE REPUBLIC OF KOREA, AND (IV) WHO ARE NOT RESIDENTS OF THE STATES OF NORTH DAKOTA, VERMONT, CONNECTICUT, OR MARYLAND IN THE UNITED STATES, THE PROVINCE OF QUEBEC, CANADA, OR RESIDENTS OF THE AUSTRALIAN STATE OF QUEENSLAND OR THE AUSTRALIAN CAPITAL TERRITORY (“ENTRANTS”). IF YOU ARE NOT A RESIDENT OF THESE AREAS AND/OR OTHERWISE DO NOT MEET THE ABOVE ELIGIBILITY REQUIREMENTS, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Blizzard in the format designated below. Limit one entry to the Contest per Entrant. Directors, officers and employees of Blizzard, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. There is no cost to enter or win. Offer void where prohibited. In the event of any dispute, entries will be deemed to have been submitted by the owner of the e-mail address used to enter the Contest.
- 2. Disclaimer.** Blizzard, 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, distorted or damaged transmissions and/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 Blizzard; or (d) any printing or typographical errors in any materials associated with the Contest.

- 3. Contest Period.** Sign-ups for the Contest (see below) shall commence upon 10:00 a.m., Pacific Daylight Time on September 21, 2020, and entries will be taken until 11:59 p.m., Pacific Standard Time January 4, 2021, (the “Deadline”).
- 4. How to Enter.** To enter, a qualified entrant will complete the entry form and thereafter submit an original artwork, which might include sketches, paintings, sculptures, 3D images, etc., that features, “30 Years of Blizzard,” as the theme of the artwork (the “Theme”) to: https://blizzard.qualtrics.com/jfe/form/SV_40ic7lnWCsboBuJ . Your submission must be your original work, and cannot include, in whole or part, any previously created work (i.e. a photoshop manipulation of an existing image, etc.). Each submission must be a high resolution JPEG file of no more than 5MB in size to be considered for the Contest.
- 5. Judging.** The winner of the Contest will be determined after the final submission deadline. Winners shall be chosen by Blizzard at its sole discretion based upon which entrants display the most original, creative, authentic, quality, degree of execution, and message that is based upon the Theme. The decision of Blizzard is final. Blizzard shall notify the winners of the Contest by e-mail on or before February 18, 2021. To claim a prize, Winners should follow the instructions contained in their notification. Prizewinners may be revealed at Community Showcase that will be broadcast as part “of the BlizzConline broadcast,” that will take place on February 19th and 20th, 2021, at Blizzard’s sole discretion, and it is Blizzard’s intention to include the Winners’ submissions in the BlizzConline Virtual Art Gallery, as well as displaying the Winner’s submissions in the Art Gallery at the next live BlizzCon event.
- 6. Prizes.**
 - a. **First Place Winner.** One (1) qualified entrant will be chosen by Blizzard as the “First Place Winner,” and will receive a prize package consisting of: (i) \$4,000.00 USD; and (ii) one (1) ticket to the next live BlizzCon event that Blizzard holds, with an approximate retail value of \$229.00 USD (see Section 6d(i) below for limitations on the BlizzCon Ticket Prize).
 - b. **Second Place Winner.** One (1) qualified entrant will be chosen by Blizzard as the “Second Place Winner,” and will receive a prize package consisting of: (i) \$2,000.00 USD; and (ii) one (1) ticket to the next live BlizzCon event that Blizzard holds, with an approximate retail value of \$229.00 USD (see Section 6d(i) below for limitations on the BlizzCon Ticket Prize).
 - c. **Third Place Winner.** One (1) qualified entrant will be chosen by Blizzard as the “Third Place Winner,” and will receive a prize package consisting of: (i) \$1,000.00 USD; and (ii) one (1) ticket to the next live BlizzCon event that Blizzard holds, with an approximate retail value of \$229.00 USD (see Section 6d(i) below for limitations on the BlizzCon Ticket Prize).
 - d. **Prizing Details.**
 - (i) **BlizzCon Ticket Prize limitations:** Entrants understand and acknowledge in the event Contest Winners who, as part of their prize package, were to receive a ticket to the next live BlizzCon event, shall instead receive \$229.99 USD on or before December 31, 2022, in the event that Blizzard does not hold a BlizzCon event on or before November 22, 2022.
 - (ii) **General Prizing Details.** BLIZZARD WILL WITHHOLD ALL TAXES THAT BLIZZARD IS REQUIRED TO WITHHOLD BY THE WINNER’S COUNTRY OF RESIDENCE, THE UNITED STATES AND/OR THE STATE OF CALIFORNIA FROM PRIZES. ALL OTHER FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All prizes will be awarded. Prize Winners must execute an affidavit of eligibility before they can receive their Prize(s). Prizes returned as undeliverable or otherwise not claimed within fifteen (15) days after delivery of notification will be forfeited and awarded to an alternate winner. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted,

except that Blizzard reserves the right to substitute a prize of equal or greater value for any prize. Limit one prize per household or address. Cash prizes will be paid via direct deposit to an account provided to Blizzard by prize winner. 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).

- 7. Blizzard Use of Entries.** You hereby agree that in consideration of your being allowed the chance to enter the Contest, you hereby grant Blizzard a perpetual, non-exclusive, worldwide license and right to utilize the entry materials that you submit to Blizzard in connection with the Contest (collectively, "Entry Materials"). The Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, you acknowledge that Blizzard shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially 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. You agree to take, at Blizzard's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Blizzard to effect, perfect or confirm Blizzard's rights as set forth above in this paragraph 7.
- 8. Original Work of Authorship.** You hereby warrant and represent that (a) you own all rights to all Entry Materials submitted by you; and (b) all such Entry Materials are original works of authorship on your part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.
- 9. Collection of Information.** The Entry Materials include a survey that requires you to enter your name, BattleTag, e-mail address, country, and if applicable, state of residence. By entering the Contest, you consent to Blizzard's use of this information to inform you of open positions with Blizzard, 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 Entrant's country of citizenship without providing Blizzard with a waiver from a parent or guardian (as set forth in Section 1 above). In the event that Blizzard becomes aware that an Entrant who has not provided a waiver from a parent or guardian to participate is under the age of majority in their country of citizenship, Blizzard 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 "The BlizzOnline Community Showcase Art Contest – 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 6 herein.
- 10. General Release.** By entering the Contest, you release Blizzard, 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.

- 11. Affidavit & Release.** As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.
- 12. Winners List; Rules Request.** For a copy of the winners list, send a stamped, self-addressed, business-size envelope after February 28, 2021 and before August 31, 2021 to Blizzard at the following address: "The BlizzOnline Community Showcase Art Contest - 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 Blizzard at the following address: "The BlizzOnline Community Showcase Art Contest - Rules Request," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. Residents of WA and VT may omit return postage.
- 13. Copyright Notice.** The Contest and all accompanying materials are copyright © 2020 Blizzard Entertainment, Inc. All rights reserved.
- 14. 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 Blizzard, which are final and binding in all respects. Blizzard 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 therein, should viruses, bugs, unauthorized human intervention, as well as an interruption of service resulting directly or indirectly from a hazardous circumstance beyond the reasonable control of Blizzard, including but not limited to (1) an act of God; (2) act of war; (3) strike or labor dispute; (4) highly infectious disease, (e.g. SARS, Legionnaires, Coronavirus, Avian Influenza); (5) governmental regulation or advisory (including travel advisory warnings), (6) civil disturbance; (7) terrorism or threat of terrorism; (8) curtailment of transportation services or facilities which would materially affect Blizzard's ability to host the Contest; (9) disaster, fire, earthquake, hurricane or warning; or (10) any other cause reasonably beyond Blizzard's control that affects Blizzard's control affect the administration or security of the Contest or renders Blizzard incapable of running the Contest as planned. Entrants who violate these Official Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Blizzard, the Contest or any other entrant (in each case as determined in Blizzard's sole discretion) are subject to disqualification from entry into the Contest. Blizzard 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 BlizzOnlineArtContest@blizzard.com, or send written questions to "The BlizzOnline Community Showcase Art Contest", c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612.
- 15. Contest Blizzard.** The sponsor of the Contest is Blizzard Entertainment, Inc.