## 2019 BLIZZCON MOVIE CONTEST

- 1. Eligibility. BLIZZARD ENTERTAINMENT, INC., A DELAWARE CORPORATION, ("BLIZZARD") IS THE SPONSOR OF THE 2019 BLIZZCON MOVIE CONTEST ("CONTEST"). ELIGIBILITY FOR THIS CONTEST IS LIMITED TO 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, IRELAND, ISRAEL, ITALY, JAMAICA, JAPAN, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MACAU, MEXICO, NICARAUGA, NORWAY, PERU, POLAND, PORTUGAL, PUERTO RICO, ROMANIA, RUSSIA, SERBIA, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, STATE OF QATAR, SWEDEN, SWITZERLAND, TAIWAN, THE CZECH REPUBLIC, THE NETHERLANDS, THE PEOPLE'S REPUBLIC OF CHINA, THE UKRAINE, THE UNITED KINGDOM, TRINIDAD AND TOBAGO, TUNISIA, TURKEY, URUGUAY AND VENEZUELA WHICH ARE: (I) OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE, OR IF THEY ARE UNDER THE LEGAL AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE ON JULY 25, 2019, 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 (II) 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 ELIGIBILTY REQUIREMENTS, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. 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 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 from which the email was sent.
- 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.
- 3. **Contest Period.** The Contest shall commence on 10:00 a.m., Pacific Daylight Time (PDT) on August 18, 2019 (the "Start Date") and shall continue in duration until 11:59 PM PDT on August 31, 2019 (the "Deadline"). All entries must be received by the Deadline to be eligible to win a prize..

## 4. Prizes.

a. First Place Winner. One (1) qualified entrant will be chosen by Sponsor as the "First Place Winner," and will receive a prize package consisting of: (i) \$2,000.00 USD; and (ii) the choice of one (1) ticket to

- BlizzCon 2019, Blizzard's player convention that will take place in Anaheim, California on November 1st and 2<sup>nd</sup>, 2019 ("BlizzCon"), with an approximate retail value of \$229.00 USD, or \$229.00 USD.
- b. Second Place Winner. One (1) qualified entrant will be chosen by Sponsor as the "Second Place Winner," to receive a prize package consisting of: \$1,300.00 USD, and the choice of one (1) ticket to BlizzCon with an approximate retail value of \$229.00 USD, or \$229.00 USD.
- c. Third Place Winner. One (1) qualified entrant will be chosen by Sponsor as the "Third Place Winner," and will receive a prize package consisting of: \$850.00 USD, and the choice of one (1) ticket to BlizzCon with an approximate retail value of \$229.00 USD, \$229.00 USD.

SPONSOR WILL WITHOLD ALL TAXES THAT SPONSOR IS REQUIRED TO WITHOLD 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 Sponsor 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 winner's bank account, or by check. 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).

- 5. **How to Enter.** To enter, a qualified entrant will complete the entry checklist and thereafter submit an original, unreleased, digital "movie" that utilizes or finds its basis in characters, animation, scenes, or themes from the Blizzard Entertainment interactive games franchises, "Diablo," Hearthstone," "Heroes of the Storm," "Overwatch," "StarCraft," and "Warcraft" to <a href="https://blizzcon.com/event-info/activities/community-night">https://blizzcon.com/event-info/activities/community-night</a>. Each submission shall be submitted subject to the following requirements:
  - a. The Movie should be submitted in either the ".wmv," ".avi" or ".mov" formats;
  - b. The Movie shall not exceed 100 megabytes in size;
  - c. The Movie shall be three (3) minutes running time or less;
  - d. Digital animation tools may be used to create animations for the Movie that are not available through a game client, but shall be limited to character facial expressions, poses, or gestures.
  - e. All lyrics or voice over tracks that may be incorporated into the Movie shall be in the English language, and shall not feature explicit or obscene language;
  - f. All music featured in the Movie must either be the entrant's original musical composition and performance, or music from a Blizzard product; and
  - g. The terms and conditions of the End User License Agreements for the Blizzard products from which content for the Movie was obtained shall be strictly enforced, subject to these Rules. Additionally, Movies submitted to the Contest shall comply with the "Blizzard Video Policy," which you may view at located at <a href="http://www.blizzard.com/company/legal/videopolicy.html">http://www.blizzard.com/company/legal/videopolicy.html</a>. In the event that Sponsor feels that a Movie was created in violation of the foregoing agreements and/or policies, such as through the use of a "Private Server," that Movie will be disqualified from the Contest.
  - 6. **Determination of Winners.** Sponsor shall choose the winners from all entrants who have submitted an entry prior to the Deadline. First, Second and Third Place Winners shall be chosen by Sponsor at its sole discretion based upon

which entrants display the most original, authentic and/or funny artistic expression. The Winners will each be judged by Sponsor, and Sponsor shall choose the First, Second and Third Place Winners. The decision of Sponsor is final. Prizewinners will be notified by e-mail on or before November 1, 2019. To claim a prize, winners should follow the instructions contained in their notification.

- 7. **Sponsor Use of Entries**. You hereby agree that in consideration of your being allowed the chance to enter the Contest, you hereby grant Blizzard Entertainment, Inc., a perpetual, non-exclusive, worldwide license and right to utilize the entry materials that you submit to Sponsor in connection with the Contest (collectively, "Entry Materials") to showcase the winning movies at BlizzCon, and to promote Blizzard and its products in all media now known or hereafter developed. The Entry Materials will not be returned to any entrant. Without limiting the generality of the foregoing, you 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 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 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. **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, 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, 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. In the event that Sponsor becomes aware that you are under the age of majority in your country of citizenship 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 "2019 BlizzCon Movie 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 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.
- 11. **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, 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 November 30, 2019 and before May 30, 2019 to Sponsor at the following address: "2019 BlizzCon Movie 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 Sponsor at the following address: "2019 BlizzCon Movie 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 © 2019 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 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 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 or 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) 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 BlizzConContest@Blizzard.com or send written questions to Blizzard Entertainment, "2019 BlizzCon Movie Contest", c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612.
- 15. **Contest Sponsor.** The sponsor of the Contest is Blizzard Entertainment, Inc.