

THE BLIZZCONLINE COMMUNITY SHOWCASE TALENT SPOTLIGHT

SUBMISSION AGREEMENT

The BlizzOnline Community Showcase Talent Spotlight (the “Talent Spotlight”), is a free opportunity for members of the Blizzard community to display their particular physical, musical, etc., talents before the online Blizzard community. While Blizzard may feature or focus on certain participants, please understand that the Talent Spotlight is not a contest. To be eligible to participate in the Talent Spotlight, you must have access to a full Blizzard Battle.net account in good standing registered on Blizzard’s on-line gaming service in your own name, and you must be either an adult over the age of majority in your country of residence, or if you are a minor, have be able to submit a signed written statement from your parent or guardian that they have read, understood, and have agreed to these guidelines.

1. How to Participate. To participate in the BlizzOnline Talent Spotlight, you will need to go to https://blizzard.qualtrics.com/jfe/form/SV_40ic7lnWCsboBu , and submit an original, unreleased, digital video (the “Videos”), that features you and, if applicable, your group, performing a talent. The submission page will be open for your Video submissions starting on September 21, 2020, and will remain open for submissions until January 4, 2021. Talents that are featured in the Video could include, but are not limited to, the following examples: a re-enactment of a scene, a sketch, stand-up comedy, a dance routine, acrobatics, or an instrumental or vocal musical performance, as long as the composition performed is either a Blizzard composition, or an original composition that was 100% written by the qualified entrant. The Video shall be submitted subject to the following requirements:

- a. The Video can be up to 3 minutes running time or less and shall not exceed 100 megabytes in size.
- b. All lyrics or voice over tracks that may be incorporated into the Video shall be in the English language, and shall not feature explicit or obscene language.
- c. All music featured in the Video must either be the entrant’s original musical composition and performance, or music from a Blizzard product.
- d. Additionally, the Video shall comply with the “Blizzard Video Policy,” which you may view [here](#).
- e. Please don’t film anyone without their permission! If you include anyone in the Video that you submit, you must have their permission.
- f. Please do not include any non-Blizzard logos, signs, artwork, etc., in the Video. Carefully look around the area you are filming to make sure the shot is clear. If the background contains images we can’t use, we will not be able to consider your Video.

If you, or you and your group, are chosen to be included in the BlizzOnline Talent Spotlight, you and your group will be asked to complete, sign, scan and return to Blizzard a talent release that grants Blizzard the right to use your character, likeness and performance in the BlizzOnline Talent Spotlight. Blizzard will send out the Talent release to you at the email address that you provide to Blizzard when you submit your Video.

Additionally, you will be asked to provide Blizzard with an “Intro,” video that introduces yourself, and if applicable, your group, what will be performed, and how you and your performance relates to the Blizzard community. The intro video cannot be more than 1 minute running time, and shall not exceed 100 megabytes in size.

If your act is selected to be one of the acts featured on the Talent Spotlight that will be part of the BlizzOnline Community Showcase, Blizzard may ask that you submit a final performance Video to be included in the virtual event production that will be broadcast as part of BlizzOnline Community Showcase broadcast that will take place on February 19th and 20th, 2021, at Blizzard's sole discretion.

2. Permission to use your Video. By submitting your Video for the BlizzOnline Talent Spotlight, you agree and acknowledge that: (i) you have all the rights necessary to grant Blizzard a license to use the Video; and (ii) in consideration of Blizzard allowing you the opportunity to participate in the Talent Spotlight, that Blizzard Entertainment, Inc., its affiliates and licensees, including but not limited to all sponsors, exhibitors and contractors, shall have the irrevocable, perpetual, non-exclusive, worldwide license and right to utilize your video, as well as your name, character, voice, sounds, and likeness from the Video for Blizzard's production of the Talent Spotlight broadcast, including the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially use your submission in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without any additional consideration to you. Additionally, you also represent and warrant that you have secured all rights necessary to grant Blizzard an irrevocable, perpetual, non-exclusive, worldwide license and right to utilize the character, likeness, voice, name and performance of any individuals besides yourself who appear in the Video.

3. Collection of Information. Your submission to the Talent Spotlight includes a survey that requires you to enter your name, e-mail address, BattleTag, country and, if applicable, state of residence. By entering the Talent Spotlight, you consent to Blizzard's use of this information to associate your name with your submission in promotional materials for the Talent Spotlight in the event that your Video is chosen to be part of the Talent Spotlight broadcast. As stated above, the Talent Spotlight is not open to anyone under the age of majority in your country of residence 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 you have not provided a waiver from a parent or guardian to participate, and that you are 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 your submission. In the event that you are a citizen of France and/or any of the other countries whose citizens are eligible for this Talent Spotlight, 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 Talent Spotlight – Personal Data," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. You may also withdraw your personal data upon request; however your Video will not be included in the Talent Spotlight should you withdraw your personal data prior to the February 19, 2021.

4. General Release. By entering the Talent Spotlight, 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 Talent Spotlight 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.

5. Miscellaneous. This Talent Spotlight submission agreement will be governed, construed and interpreted under the laws of the United States. Blizzard reserves the right to suspend or cancel the Talent Spotlight, or your 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 attendees from attending the Event; (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 Talent Spotlight or renders Blizzard incapable of running the Talent Spotlight as planned. If you have any questions about this submission agreement or the Talent Spotlight, please e-mail BlizzOnlineTalentSpotlight@blizzard.com, or send written questions to "The BlizzOnline Community Showcase Talent Spotlight," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612.