The BlizzConline March of the Murlocs Submission Agreement

The BlizzConline March of the Murlocs (the "March of the Murlocs"), is a free opportunity for members of the Blizzard community to show your support for Murlocs! To be eligible to participate in the March of the Murlocs, you must have access to a full Blizzard Battle.net account in good standing registered on Blizzard's on-line gaming service in their own name, and you must be either an adult over the age of majority in your country or 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. The March of the Murlocs will be broadcast as part of "BlizzConline," broadcast that will take place on February 19th and 20th, 2021, at Blizzard's sole discretion.

- 1. **How to Participate**. To participate in the March of the Murlocs, you will need to go to https://blizzard.qualtrics.com/jfe/form/SV_40ic7lnWCsboBuJ, complete the entry questionnaire and submit an original, unreleased, digital video of you dancing, walking, marching, or a combination dancing, walking and/or marching, of wearing your Murloc outfit (the "Video"). The Video can be up to sixty (60) seconds running time; should be shot in 'landscape,' or 'horizontal' aspect. Also, don't film anyone without their permission! If you include anyone in the Video, you must have their permission. And please do not include any non-Blizzard logos, signs, artwork, etc., or music in the Video unless that music is your original composition performed by you, or music from a Blizzard product. Lastly, 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. The submission page will be open for your Video starting on September 21, 2020, and will remain open for submissions until January 4, 2021.
- 2. **Permission to use your Video**. By submitting your video or picture image for the BlizzConline March of Murlocs (the "Media"), 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 BlizzConline March of the Murlocs, that Blizzard Entertainment, Inc., its affiliates and licensees, including but not limited to all sponsors, exhibitors and contractors, (collectively, "Blizzard"), 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 Media for Blizzard's production of the March of the Murlocs 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.
- 3. Collection of Information. The Entry Materials include a survey that requires you to enter your name, e-mail address, and country of residence. By entering the March of the Murlocs, you consent to Blizzard's use of this information to associate your name with your submission in promotional materials for the March of the Murlocs in the event that your Video is chosen to be part of the March of the Murlocs broadcast. As stated above, the March of the Murlocs 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 March of the Murlocs, 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 BlizzConline Community Showcase March of the Murlocs – 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 March of the Murlocs should you withdraw your personal data prior to the February 19, 2021.

- 4. **General Release.** By entering the March of the Murlocs, 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 March of the Murlocs 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 March of the Murlocs submission agreement will be governed, construed and interpreted under the laws of the United States. Blizzard reserves the right to suspend or cancel the March of the Murlocs, 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 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 March of the Murlocs or renders Blizzard incapable of running the March of the Murlocs as planned. If you have any questions about these Official Rules or the March of the Murlocs, please e-mail them to BlizzConCommunityShowcase@blizzard.com, or send written questions to "The BlizzConline Community Showcase March of the Murlocs," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612.