## **OFFICIAL RULES**

## HEARTHSTONE® DUELS EARLY ACCESS TWITCH DROPS

Please read these rules ("Official Rules") before participating in the Hearthstone® Duels Early Access Twitch Drops promotion (the "Promotion"). By participating in the Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements contained in Section 1 below.

1. Eligibility. NO PURCHASE NECESSARY TO ENTER OR WIN. BLIZZARD ENTERTAINMENT, INC. ("SPONSOR") IS THE SPONSOR OF THIS PROMOTION. THIS PROMOTION IS OPEN ONLY TO INDIVIDUALS WHO, AS OF THE DATE OF ENTRY ARE: (A) LEGAL RESIDENTS OF THE UNITED STATES, ARGENTINA, AUSTRIA, BELARUS, BELGIUM, BRAZIL, BULGARIA, CANADA, CHILE, CROATIA, CZECH REPUBLIC, DENMARK, EGYPT, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HONG KONG, HUNGARY, ICELAND, IRELAND, ISRAEL, ITALY, JAPAN, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MACAU, MALTA, MEXICO, THE NETHERLANDS, NORWAY, PEOPLE'S REPUBLIC OF CHINA, PHILIPPINES, POLAND, PORTUGAL, QATAR, ROMANIA, RUSSIA, SAUDI ARABIA, SERBIA, SINGAPORE, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, SWEDEN, SWITZERLAND, TAIWAN, THAILAND, TUNISIA, TURKEY, UKRAINE, THE UNITED KINGDOM, AND VIETNAM; (B) THIRTEEN YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY; (C) HAVE AUTHORIZED ACCESS TO A FULL BATTLE.NET ACCOUNT REGISTERED ON BLIZZARD'S BATTLE.NET SERVICE THAT IS IN GOOD STANDING AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THIS PROMOTION; (D) HAVE AUTHORIZED ACCESS TO A TWITCH ACCOUNT THAT IS IN GOOD STANDING AND WHICH REMAINS IN GOOD STANDING THROUGHOUT THIS PROMOTION, AND (E) NOT RESIDENTS OF A JURISDICTION WHERE THIS PROMOTION IS PROHIBITED OR OTHERWISE RESTRICTED BY LAW ("ENTRANTS"). If you are between the age of thirteen (13) years of age and the legal age of majority in your jurisdiction 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. 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 (parents, children, siblings, spouse) and household members (whether related or not) of each are not eligible to win any prizes. All applicable federal, state, provincial, and local laws apply. This Promotion is void where prohibited or restricted.

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 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 Promotion.

**3. Promotion Period.** The Promotion will occur between 10:00 AM PT on October 26, 2020 and 11:00 PM PT on November 1, 2020 (the "Promotion Period").

- 4. How to Enter. Entrants must do the following to participate in the Promotion:
  - (a) Create or log in to your free Blizzard Battle.net account by visiting <u>https://www.blizzard.com;</u>
  - (b) Create or log in to your free Twitch account by visiting <u>https://www.twitch.tv;</u>
  - (c) Connect or have connected your Twitch account to your Battle.net account using your "Connections" account settings on <a href="http://www.twitch.tv">http://www.twitch.tv</a>; and
  - (d) View a Twitch channel which is listed under the *Hearthstone* category and has Twitch drops enabled by the channel owner ("Eligible Channel(s)") during the Promotional Period while logged into your Twitch account.

**5. Prize Rewards.** All eligible Entrants who satisfy the eligibility requirements for a particular hour during the Promotional Period will be entered into a random draw for the chance to receive early access to the *Hearthstone: Duels* game mode ("Early Access"). One thousand (1,000) Entrants will be chosen at random to receive Early Access during each hour of the Promotional Period. Limit one prize per Entrant. Early Access has a retail value of \$0.00 USD. Early Access will be automatically added to the Blizzard Battle.net accounts of the recipients within forty-eight (48) hours of determination. Early Access is only playable between approximately October 26 – November 16, 2020 PT. An internet connection and valid *Hearthstone* game license is required to utilize the prize. A *Hearthstone* game license is free of charge and can be obtained at <a href="https://playhearthstone.com">https://playhearthstone.com</a>. Non-compliance with these Official Rules may result in disqualification and forfeiture of all prizes.

6. Odds of Winning / Prize Award Terms. The odds of winning a prize depend on the total number of Entrants who submit entries for the Promotion each hour during the Promotional Period. 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 otherwise not claimed within the time period specified by Sponsor will be forfeited and, at Sponsor's discretion, awarded to an alternate winner, as applicable and time permitting. 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. All prizes will be awarded. Winners of a prize in this Promotion may be required to execute an affidavit of eligibility and liability and publicity release within the time period specified by Sponsor before they can receive their Prize. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement).

7. Sponsor Use of Entries. Each qualified entrant, in consideration of their being allowed the opportunity to enter the Promotion, hereby grant Sponsor a perpetual, non-exclusive, worldwide license and right to utilize the entry materials submitted to Sponsor in connection with the Promotion (collectively, "Entry Materials"), as well as Entrant's name, address (city, state, and country), character, likeness, prize information, statements about the promotion and biography, for any publicity, advertising and promotional purposes without additional compensation, except where prohibited by law, and releases the Released Parties (defined below) from any liability with respect thereto. The Entry Materials will not be returned to any Entrant. Without limiting the generality of the foregoing, Entrant 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 non-commercially 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. Entrant further agrees 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.

**8.** Collection of Information. As stated above, the Promotion is not open to anyone under the age of majority in your country of citizenship or state of residence without the written consent of their parent or guardian. In the event that Sponsor becomes aware that you are under the age of majority in your country of citizenship, and consent from your parent or guardian was not obtained, 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 Promotion, 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 "Hearthstone Duels Early Access Twitch Drops - 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 Promotion if you withdraw your personal data prior to the determination and fulfillment of the prizes listed above.

**9. General Release.** By participating in this Promotion, 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 Promotion 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, any activity or travel related to the Promotion or from any interaction with, or downloading of Promotion information and any printing or typographical errors in any materials associated with the Promotion. EVERYTHING PROVIDED IN CONNECTION WITH THE PROMOTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES OR NON-INFRINGEMENT. Some jurisdictions do not allow (i) the exclusion of implied warranties on applicable statutory rights, so the above exclusions and limitations may not apply in some cases.

**10. Privacy.** Sponsor will be collecting personal data about entrants online in accordance with its privacy policy in each region. Please review Sponsor's privacy policy at <u>https://www.blizzard.com/en-us/legal/a4380ee5-5c8d-4e3b-83b7-ea26d01a9918/blizzard-entertainment-online-privacy-policy.</u> By participating in the Promotion, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**11. Miscellaneous**. The Promotion and these Official Rules will be governed, construed and interpreted under the laws of the State of Delaware, United States of America. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. No automated entry devices and/or programs are permitted. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. In case of dispute of the identity of any winner, entries will be declared made by the authorized Battle.net account holder of the Battle.net account provided at time of entry. Sponsor is not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit Entrant's ability to enter the

Promotion, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any Entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. Entrants who violate these Official Rules, tamper with the operation of the Promotion, engage in any conduct that is detrimental or unfair to Sponsor, the Promotion or any other Entrant (in each case as determined in Sponsor's sole discretion), attempts to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices (including but not limited to the use of automated entry programs, the use of automated entry devices, the creation of multiple accounts, or by participating in, or benefiting from, a syndicate, group or block playing process or system), or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor representatives are subject to disqualification from entry into the Promotion. 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 Promotion. If you have any questions about these Official Rules or the Promotion, please e-mail them to contest@blizzard.com or send written questions to "Hearthstone Duels Early Access Twitch Drops" P.O. Box 18979, Irvine, CA 92612.

12. **Promotion Sponsor**. The sponsor of this Promotion is Blizzard Entertainment, Inc.

**13.** Copyright Notice. This Promotion and all accompanying materials are © 2020 Blizzard Entertainment, Inc. All rights reserved.