

COSTUME CONTEST AT GAMESCOM 2016 – RULES

Article 1: The Company Blizzard Entertainment Europe S.A.S, the head office of which is located at 145 rue Yves le Coz, 78000, Versailles, France, and operating under the commercial name of Blizzard (“**Blizzard**”) is organizing a costume contest (the “**Competition**”). The final of this Competition will take place during the “Gamescom 2016” exhibition on 20 of August, 2016 and is being held at Halle 7, at the Koelnmesse in Cologne, Germany (the “**Event**”).

Article 2: The Competition is open to individuals aged 13 or more (minors under 16 must have parental authorization – presence of the parent is required during the Competition) who have purchased a ticket for the Event, except Blizzard's personnel and their family, affiliates or business partners (“**Entrants**” or “**Entrant**”).

Article 3: Failure to observe these “Costume contest at Gamescom 2016” rules (the “**Terms**”) stated here will lead to the nullification of the participation in the Competition.

Article 4: Only one entry per person will be accepted.

Article 5: In order to participate in the Competition Entrants have to show up during the Event in the costume which is described in the Article 6 of the Terms and register at the Blizzard booth (Halle 7). In order to register the Entrant’s costume must comply with the requirements described in the Article 6 of the Terms.

Entrants may pre-register for the Competition by sending an email to “gamescom@blizzard.com” before August 1, 2016, 23:59 (CEST). The email should preferably contain a photograph of themselves wearing the costume; or a simple description of the costume. If the pre-registration is confirmed by Blizzard and the Entrant has received a confirmation email, the Entrant should show up at the Blizzard booth (Halle 7) on Saturday, August 20 before 13:00 (CEST) and present a print version of the confirmation email from Blizzard.

The photographs must be submitted in .JPEG or .JPG format and cannot exceed 2 MB in size per file.

Entrants warrant and represent that (a) the Entrant has all of the rights necessary to legally submit the photographs to Blizzard for the Competition; and (b) all such photographs are original works of authorship on the part of Entrants 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. It is understood that tickets to the Event shall not be reimbursed or paid by Blizzard, and that the Competition is opened for participation to individuals willing to attend the Event, and should not be considered an incentive to attend.

Article 6: Aim of the Competition. Entrants have to create and model an original costume taking its design and theme from any Blizzard game. Costumes will be judged on originality, creativity, and accuracy of the design.

A Blizzard staff jury will choose the winner (the “**Winner**”) on grounds of creativity, originality, and accuracy to the depiction of the character, class, event, or person the costume is based upon. The Winner will be required to give a valid mail address in order to receive their prize.

Article 7: The Winner selected amongst the Competition finalists will be awarded by Blizzard the following prize:

The 1st Prize is a trip to BlizzCon for two persons with an approximate value of Four Thousand EURO (€4.000,00) which includes:

- Plane tickets from the international airport closest to the Winner address, a Los Angeles local airport transfer to hotel accommodation, accommodation (from November 3, 2016 until November 6, 2016) and two BlizzCon paid entries. The Winner will be responsible for his/her own transfer to and from his/her home airport.

The 1st Prize Winner will not be eligible to compete automatically in the BlizzCon Costume Contest unless he/she has met the eligibility requirements for the BlizzCon Costume contest.

Article 8: The Winner will be notified within 10 working days.

Article 9: Resale of the prize is forbidden. No exchange of the prize worth against money, another prize, object or service different from a prize eventually won by an Entrant will be accepted.

Article 10: The details of each Entrant (name and e-mail address) will be collected during the Competition according to the “Informatique et Libertés” law, of the 6th of January 1978 and its later amendments, and according to the European directive number 95/46/CE.

Each Entrant grants Blizzard permission to use the information she/he is providing within the framework set by the “Informatique et Libertés” law of the 6th of January 1978. Each Entrant benefits from the right to access and modify her/his personal data.

Article 11: Responsibility. In case of circumstances outside Blizzard’s control, in a fortuitous case, or under exceptional circumstances (fire, flood, natural disaster, malevolent intrusion in the IT system, strike, jeopardize of the financial and technical viability of the competition etc.), even in the case of its own responsibility (subject to its good faith), Blizzard retains the right to cancel the whole or part of the Competition. The present Competition will be cancelled in case circumstances outside Blizzard’s control, without the Entrants or a Winner being able to claim any form of compensation.

Blizzard retains the right to exclude entry to the present Competition any individual having cheated, deceived, faked or disturbed the operations stated in this Terms. Blizzard retains the right to sue any individual having cheated, deceived, faked or disturbed the operations stated in this Terms, or tried to do so. A Winner having disturbed the Competition in any of the ways described in the present Terms will be rightfully denied the right to claim any prize. Any addition or amendment to these Terms will be announced on the Internet. They will be considered appendices to the present Terms.

Article 12: Grant of license. By participating in the Competition, Entrants hereby grant to Blizzard, a non-exclusive, worldwide, royalty free license for the duration of the protection usually granted to

authors by laws and convention on copyright to: display and reproduce the photographs which Entrants are submitting to Blizzard in association with Blizzard's Competition on its websites ("**Licensed Materials**"), including, but not limited to www.blizzard.com and eu.battle.net, for commercial, business, and trade purposes, as well as for advertising and/or publicity purposes. Additionally, Entrants hereby agree and acknowledge that Blizzard may, in its sole discretion, display the Licensed Material, in whole or in part, distorted in character or form, on its website/s.

Article 13: Blizzard is allowed to reproduce and use Entrants full name, country of residence, age, personal photograph, contest participation video and picture footage and interview (hereinafter the "Elements"). Entrants hereby authorize Blizzard to reproduce, to digitize, to adapt, to diffuse, to represent and to communicate the Elements on any communication medium relative to the Blizzard's interactive games (the "Product") as:

Press releases, press conferences and press kits (audio and visual) of the Product by Blizzard relatively to its communication with the general and specialized (multimedia editions, general public computer science, family dedicated newspapers) press, provided that the Elements shall be reproduced and communicated in whole or in part by the aforementioned press.

The authorization hereby granted is free of charge, worldwide and for an undetermined term (or at least for the exploitation term of the Product and of the range to which it belongs). It is expressly understood that Blizzard shall not make use of any of Entrants eventual observation and image in a manner that could harm Entrants' reputation.

Article 14: The Contest and all accompanying materials are copyright © 2016 Blizzard Entertainment, Inc. All rights reserved.

Article 15: The Contest and these official rules are governed, construed and interpreted under the laws of France. Entrants agree to be bound by these official rules. In case of litigation, only tribunals in the country of physical residence of the head office of Blizzard will have jurisdiction.