

## **Overwatch® Anniversary 2018 Cake Contest (“Official Rules”)**

**1. Eligibility.** BLIZZARD ENTERTAINMENT SAS, A FRENCH COMPANY with its address at 145 rue Yves le Coz, 78000 Versailles, France (referred to herein as the “Sponsor”), IS THE SPONSOR OF THIS CONTEST (the “Contest”). This Contest is open to anyone aged thirteen (13) or over residing in AUSTRIA, BELARUS, BELGIUM, BULGARIA, CROATIA, CZECH REPUBLIC, DENMARK, EGYPT, ESTONIA, FINLAND, FRANCE, GERMANY, GREECE, HUNGARY, ICELAND, IRELAND, ISRAEL, ITALY, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MALTA, NETHERLANDS, NORWAY, POLAND, PORTUGAL, ROMANIA, RUSSIAN FEDERATION, SERBIA, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SPAIN, STATE OF QATAR, SWEDEN, SWITZERLAND, THE UNITED KINGDOM, TUNISIA, TURKEY, UKRAINE (the “Entrant”). **If you are between the ages of thirteen and the legal age of majority in your country 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 Contest rules with your entry, and that such agreement constitutes acceptance of these Contest rules on behalf of you and themselves.** Directors, officers, and employees of Sponsor, its parent company, 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. Void where prohibited or restricted.

**2. Disclaimer.** The 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 Thursday, May 24, 2018 at 18:00 CEST, and shall end on Sunday, June 3, 2018 at 23:59 CEST.

### **4. How to Enter the Contest.**

4.1. To enter the Contest, an Entrant must:

- (i) meet the eligibility requirements set forth in Section 1 above;
- (ii) fill in a form on the web-page dedicated to the Contest at <https://gleam.io/wSle2/overwatch-anniversarycake-contest> (the “Social Media Platform”);
- (iii) take a picture of him/herself presenting a self-made cake (edible bakers’ or sugar confection) to celebrate the Anniversary of Overwatch (the “Entry Materials”);
- (iv) upload the Entry Materials on the Social Media Platform during the Contest Period.

**5. Determination of Winners.** The Sponsor will choose randomly six (6) winners among qualified Entrants who meet the requirements defined in Section 4 of these Official Rules (the “Winners”). Each Winner will be eligible to obtain a prize defined in Section 6 of these Official Rules. The Winners will be contacted by email address provided by the Entrant while uploading the Entry Materials on or before June 5, 2018 to obtain the Winners’ mailing addresses for prize distribution. The prizes shall be sent by mail before July 15, 2018.

Entrant shall represent and warrant that the Entry Materials do not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights of any third party (except the

Sponsor's intellectual property). Entrant further shall represent and warrant that Entrant will not upload the Entry Materials that are unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. Sponsor may disqualify any Winner whose Entry Materials contain any aforementioned content and select another Winner at its sole discretion.

## **6. Prizes.**

i. The first Winner — A bundle consisted of one Overwatch D.Va Statue, one Overwatch backpack, one Art of Overwatch Limited Edition Artbook, one Overwatch Snowball Plush, one Overwatch Blackwidow Chroma Gaming Keyboard, and one Overwatch Pachimari Keychain. An approximate retail value of the bundle - €690,00). One (1) bundle of that sort will be distributed in total for the Contest;

ii. The next five Winners — A bundle consisted of one Overwatch Genji Statue, one Overwatch t-shirt, one Art of Overwatch Limited Edition Artbook, one Overwatch Pachimari Keychain, one Overwatch Snowball Plush and one Overwatch Backpack. An approximate retail value of the bundle - €300,00). Five (5) bundles of that sort will be distributed in total for the Contest.;

**7. Sponsor Use of Entry Materials.** Entrant hereby agrees that upon posting the Entry Materials for the Contest, Entrant hereby grants Blizzard Entertainment SAS and its subsidiaries and affiliates a perpetual (or for the maximum duration of intellectual property rights permitted by applicable law), non-exclusive, worldwide, free of charge license and right to utilize the Entry Materials. Without limiting the generality of the foregoing, Entrant acknowledges that the 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 Entrant or any other person or entity, and without right of approval. Entrant agrees to take, at the Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by the Sponsor to effect, perfect, or confirm the Sponsor's rights as set forth above in this Section 7.

**8. Odds of Winning.** Odds of winning a prize depend on the total number of eligible Entrants for the applicable drawing and the amount of additional entries mentioned in Section 4.2. 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 not claimed (including the absence of Winners' answer to Sponsor's email message and/or failure to provide a correct mailing address in one of the eligible countries mentioned in Section 1 above) within the time period specified by Sponsor will be forfeited and, at Sponsor's discretion, awarded to an alternate winner for the drawing at issue. 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. Limit one prize per household or address. 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). All prize details are at Sponsor's sole discretion.

**9. Collection of Information.** The information (email address) submitted to Sponsor during the registration for the Contest via web-site "gleam.io" operated by "Crowd9 PTY LTD" and "nevaly GmbH" (the "Operators") will be used to contact you in the event that you are chosen to receive a

prize and as otherwise specified in Sponsor's Privacy Policy, available at <http://eu.blizzard.com/en-gb/company/about/privacy.html>. Note that the data collector for this Contest is Blizzard Entertainment SAS – the Data Controller; and Crowd9 PTY LTD, and nevaly GmbH – the Data Operators, and the data collected will be transferred to the United States of America and Australia. The details of each entrant (email address) will be transmitted by the Sponsor's and Operators' servers, which will process the data. The data collected during the Contest will be used in accordance to the «Informatique et Libertés» law, of the 6th of January 1978 and its later amendments, and in accordance to the European directive number 95/46/CE. Each entrant grants Sponsor permission to use the information 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 his personal data. 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 fulfilment 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. Copyright Notice.** The Contest and all accompanying materials are copyright © 2018 Blizzard Entertainment, Inc. All rights reserved. All other trademarks referenced herein are the properties of their respective owners.

**12. Miscellaneous.** The Contest and these Official Rules will be governed, construed, and interpreted under the laws of France. 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 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.