

Diablo Partner Program Member Agreement

Please read this Diablo Partner Program Member Agreement (“Agreement”) carefully. It is a binding legal document that explains the terms for participating in the Diablo Partner Program (the “Program”). Each participant in the Program will be described in this Agreement as a “Program Member.” You are not a Program Member unless and until Blizzard accepts you as one and sends you a message notifying you of your approval as a Program Member.

THIS AGREEMENT INCORPORATES BY REFERENCE THE [BLIZZARD END USER LICENSE AGREEMENT](#) (“EULA”) AND BLIZZARD ENTERTAINMENT ONLINE PRIVACY POLICY (“Privacy Policy”), (collectively, “Terms”). TO THE EXTENT THAT THE EULA CONTAINS A **BINDING INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER** IN THE SECTION TITLED “DISPUTE RESOLUTION,” THIS AFFECTS EACH PROGRAM MEMBER’S RIGHTS WITH RESPECT TO ANY “DISPUTE” BETWEEN THE PROGRAM MEMBER AND BLIZZARD AND MAY REQUIRE THE RESOLUTION OF DISPUTES IN BINDING, INDIVIDUAL ARBITRATION, WITH LIMITED DISCOVERY AND LIMITED APPELLATE REVIEW, AND NOT IN COURT. PLEASE READ THE ENTIRE EULA, INCLUDING THE ARBITRATION REQUIREMENT, CAREFULLY. PROGRAM MEMBERS SHALL BE CONSIDERED PARTIES TO AND THIRD PARTY BENEFICIARIES OF THE EULA, SUCH THAT IF A BLIZZARD USER WHO IS SUBJECT TO THE EULA ATTEMPTS TO ASSERT CLAIMS AGAINST A PROGRAM MEMBER ARISING FROM THIS AGREEMENT, THOSE CLAIMS MUST BE RESOLVED PURSUANT TO THE EULA. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND THE TERMS, THE TERMS SHALL PREVAIL.

THE PROGRAM IS OPEN ONLY TO CITIZENS OR LEGAL RESIDENTS OF THE FOLLOWING COUNTRIES OR REGIONS: Albania, Andorra, Argentina, Australia, Austria, Belgium, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Ecuador, El Salvador, Estonia, Finland, France, Germany, Greece, Guatemala, Honduras, Hungary, Iceland, Ireland, Italy, Jamaica, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mexico, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, New Zealand, Nicaragua, Norway, Paraguay, Peru, Poland, Portugal, Puerto Rico, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine (excluding the Crimea, Donetsk and Luhansk regions), United Kingdom, United States, Uruguay, Vatican City, and Venezuela. (the “Approved Territories”).

BY CLICKING ON THE “ACCEPT” BUTTON, YOU AS THE PROGRAM MEMBER ACKNOWLEDGE THAT YOU ARE AN INDIVIDUAL WHO IS 18 YEARS OF AGE OR OLDER (OR A LEGAL ADULT IN YOUR STATE OR COUNTRY OF RESIDENCE, WHICHEVER IS OLDER), THAT YOU ARE A CITIZEN OR LEGAL RESIDENT OF A COUNTRY OR REGION IN THE APPROVED TERRITORIES, THAT YOU HAVE READ THIS ENTIRE AGREEMENT, AND THAT YOU ARE CONSENTING TO BE BOUND BY IT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE READ THE [PRIVACY POLICY](#) AND AGREE TO THE PUBLIC DISPLAY OF YOUR SOCIAL MEDIA HANDLES. **MINORS MAY NOT BE PROGRAM MEMBERS, EVEN WITH PARENTAL PERMISSION.** IF YOU ARE A MINOR, OR IF YOU DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY, PLEASE LEAVE THE PROGRAM MEMBER PORTAL. BLIZZARD SHALL HAVE NO OBLIGATION TO EXTEND ANY BENEFITS TO ANY MINOR REGARDLESS OF ANY GAME CONTENT PROVIDED. CORPORATIONS, PARTNERSHIPS, OR OTHER LEGAL ENTITIES ARE NOT ALLOWED TO BE PROGRAM MEMBERS.

If the Program Member’s primary residence is in the United States, Canada, or Mexico, this Agreement is between the Program Member and Blizzard Entertainment, Inc., 1 Blizzard Way, Irvine, CA 92618. If the

Program Member's primary residence is in country other than the United States, Canada, or Mexico, this Agreement is between the Program Member and Activision Blizzard UK Ltd, The Ampersand Building, 178 Wardour Street, London W1F 8FY, United Kingdom. In either case, the Blizzard entity shall be referred to in this Agreement as "Blizzard," "we," or "us."

Employees, officers, directors, agents, and representatives of Blizzard, its corporate parents, subsidiaries, and affiliates, those who provide legal, promotion, or advertising services for Blizzard pursuant to contracts, immediate family members of such persons (spouses, parents, siblings, and children), and those living in the households of such persons (whether or not related), are not eligible to be Program Members.

In addition, the Program is not open to individuals if applicable law in a person's state or country of residence prohibits it, or if prohibited by applicable export control, economic sanctions, and import laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control.

CREATOR AGREEMENT

A. **Term/Termination:** The term of this Agreement will commence on the date that the Program Member accepts this Agreement by clicking "Accept," which date will be referred to as the "Effective Date," and the Agreement will continue in effect for two calendar years after the Effective Date unless earlier terminated by Blizzard or by the Program Member. Program Members who wish to continue their participation beyond the two-year term must reapply. **Blizzard may terminate a Program Member, and prohibit reentry into the Program, at any time and for any reason.** In any event, Blizzard, in its sole discretion, reserves the right to disqualify and remove any Program Members at any time if: (i) the Program Member ceases to maintain a status of being in good standing; (ii) is involved in or commits any Cheating; (iii) tampers with the operation of the Program; (iv) engages in any conduct that is detrimental to Blizzard, the Program, or any other Program Member; or (v) fails to observe the Terms or other Program rules. In the event that a Program Member is disqualified, the Program Member will no longer be eligible to participate in the Program, and Blizzard may cancel or refuse to honor any Benefits that have been or would otherwise be awarded to the Program Member. Virtual goods provided to such Program Member through the Program will be forfeited. Note that if you are disqualified from the Program, you may also be disqualified from participating in Blizzard's forums and/or any other actions as determined appropriate by Blizzard in its sole discretion. A Program Member also may cease participating in the Program at any time and for any reason. If either party is terminating the Agreement without cause before the expiration of two calendar years, it will provide at least fourteen (14) days' notice to the other party before termination, except that if Blizzard determines that the Program Member has violated this Agreement in any respect, if either party believes in its sole discretion that that any delay in termination poses legal or reputational risk to that party, or if an "Event of Force Majeure" occurs, such termination may be made effective in a shorter period of time, or immediately. An Event of Force Majeure includes any natural catastrophe, pandemic, labor dispute or strike, act of God or public enemy, war, a change in law or governmental order that precludes a party's performance of this Agreement, or any other similar cause beyond Blizzard's or the Program Member's control that adversely affects his, her, or its ability to perform under this Agreement. Notwithstanding the foregoing, if Blizzard determines that the Program Member is or has been involved in any situation or occurrence that subjects the Program Member to public scandal, disrepute, contempt, or ridicule, or which does or could be deemed by members of the general public to embarrass, offend, insult, or denigrate individuals or groups, or that will tend to shock, insult, or offend the community or public morals or decency, or would be reasonably likely to adversely impact the reputation of the Program Member, Blizzard, or Blizzard's products and services, then Blizzard shall have the right in its sole discretion, and without prejudice to any other rights and remedies, to immediately terminate this Agreement, provided however that the rights granted to Blizzard hereunder (i.e., for already-produced materials) shall not be subject to such termination and shall survive. In addition, any credit obligations set

forth in this Agreement shall thereafter become optional at Blizzard's sole discretion, whether or not Blizzard uses the proceeds of the Program Member's services, and the Program Member may be required to remove any content on the Program Member's website or elsewhere that incorporates Blizzard's intellectual property even if Blizzard previously authorized the Program Member's usage of such intellectual property. Upon termination, the Program Member shall only be entitled to Benefits earned as of the date of such termination, subject to the provisions of Section G. **Sections E, F, G, I, M, N, O, P, Q, S, and T shall survive any termination of this Agreement.**

B. Program Member Rules: You are not a Program Member unless and until Blizzard accepts you as one and sends you a message notifying you of your approval as a Program Member. To become a Program Member, and to maintain your status as a Program Member, you must

1. register in your real, legal name;
2. have a validated email address;
3. provide Blizzard with a list of affiliated social media channels and certain information about existing sponsorships and partnerships; and have at least one valid social media account to verify your identity;
4. agree to abide by Blizzard's Standards of Conduct for Influencers, Bloggers, and other Contributors appearing as Exhibit A at the end of this Agreement, Blizzard's Privacy Policy, and all applicable laws and regulatory guidance;
5. be respectful to your followers and to other members of Blizzard's diverse community, which includes not interacting with others in a way that is predatory, threatening, intimidating, lewd, demeaning, derogatory, invasive of privacy, or abusive;
6. refrain from creating content that (i) includes inappropriate or offensive material (as determined by Blizzard in its sole discretion), including, without limitation, any unlawful, racist, sexist, hateful, homophobic, pornographic, sexual or adult-oriented material, or content that glorifies or incites violence or unlawful behavior; (ii) involves gambling and/or drug taking in any form; or (iii) misrepresents its sources or includes material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless the Program Member owns or controls the rights thereto or has received all necessary consents such that the use thereof by Blizzard and its licensees in accordance with this Agreement does not violate any third party's rights;
7. in creating content, and in dealing with Blizzard's users, follow all rules and content guidelines set forth by Blizzard, including in this Agreement;
8. use high quality video and sound in Game Content (as defined below);
9. not cheat in any manner described in the EULA, including, without limitation, use of any cheats, mods, bots, malicious code, or hacked versions of any game, or exploit any bugs or glitches;
10. not impersonate other players, streamers, celebrities, government officials, Blizzard employees, or anyone else, take credit for someone else's creation, or engage in phishing, doxing, swatting, or other dangerous activities;
11. not make any untrue statements or promises to followers or prospective followers, such as that by attributing to you, they will receive in-game advantages;

12. bear all costs of participating in the Program including, but not limited to, any Internet connection fees; and

13. maintain your Battle.net Account in good standing along with the email address associated with your Battle.net Account.

C. Program Member's Representations and Warranties. The Program Member represents and warrants that they:

1. are at least 18 years of age or older, or are a legal adult in their country of residence, whichever is older;

2. have the right to enter into this Agreement and has no conflicting commitments or obligations that would interfere with the Program Member's ability to perform hereunder and grant the rights herein granted by the Program Member to Blizzard;

3. have applied in their real name to be a Program Member;

4. all of the Program Member's representations to Blizzard are truthful and accurate to the best of the Program Member's knowledge;

5. the Program Member has not acquired social media followers, and will not acquire social media followers in the future, by means of any automated program or similar technique or method, or by fraudulent or misleading actions or omissions of any kind;

6. the Program Member, as of the Effective Date, holds a positive opinion about Blizzard (including any affiliate) and its products and does not seek to become a Program Member for the purpose of harming Blizzard (including any affiliate) monetarily or reputationally, or for any other improper or misleading purpose;

7. have not previously engaged in or been accused of sexual assault, sexual harassment, discrimination or harassment based on any characteristic protected under the law or other conduct which, if disclosed publicly, would be reasonably likely to adversely impact the reputation of the Program Member, Blizzard (including any affiliate), or Blizzard's products or services; and

8. shall not make any unlawful, untruthful, or intentionally misleading statements or representations, written or oral, about Blizzard (including any affiliate) or Blizzard (including any affiliate)'s products or services, and/or the services rendered by the Program Member hereunder, except as otherwise permitted by law. The foregoing shall not limit the Program Member's ability to make truthful statements if compelled by court order, legal proceeding, or otherwise required by applicable law. This provision shall survive the expiration or termination of this Agreement.

D. Program Members Are Not Employees. A Program Member's relationship to Blizzard is that of independent contractor. Service as a Program Member does not create any employment relationship with Blizzard or any of its direct or indirect holding companies or subsidiaries including, without limitation, Activision Blizzard UK Ltd (together the "Group"). Program Members set their own schedules, work only as and when they choose, work without supervision by Blizzard, and are responsible for providing their own equipment and supplies. The consideration provided by Blizzard to each Program Member's consists solely of Benefits earned as explained below in Section F. Program Members shall be solely responsible for the payment of all national federal, state, or local taxes, including, without limitation,

payroll, social security, national insurance, withholding, or other taxes and incomes taxes, or any other amounts, assessments or claims, including holiday or sickness pay, which may arise in connection with the services the Program Member provides hereunder, or any consideration received from Blizzard and the Program Members shall indemnify Blizzard and the Group in respect of the same. The Program Members shall further indemnify Blizzard and the Group against all costs, expenses and any penalty, fine or interest incurred or payable by the Program Members in connection with or in consequence of any such liability, taxation, assessment or claim. Further, each Program Member agrees to be responsible for payment of workers' compensation and disability insurance, and any and all similar legal obligations which may arise as a result of the Services rendered by, or in respect of the consideration to be remitted to the Program Member. Notwithstanding any other indemnity included herein, the Program Member hereby indemnifies and holds Blizzard and the Group harmless from any and all liability, claims, demands or requirements, whether in connection with tax or otherwise, imposed by federal, national or state law upon self-employed individuals or otherwise and from any employment claims or claims based on worker status in respect of the Program Member or from third parties arising under or in relation to this Agreement. The Program Member shall not make any representations, warranties or commitments binding Blizzard or incur any obligation or liability on behalf of Blizzard and shall not have any authority to execute any agreement on behalf of Blizzard nor shall the Program Member hold itself out as having any such authority. Program Members should not misrepresent their participation in any way, including but not limited to: (i) presenting themselves as employees or agents of Blizzard or any member of the Group; (ii) claiming confidential or insider knowledge of Blizzard properties as a result of participation in the Program; or (iii) divulging any such knowledge they may gain while part of the Program. Additionally, any Program Member who endorses a Blizzard product, even if acting outside the scope of the Program, must expressly disclose Program participation.

E. Program Member Content: The Program Member may create derivatives and other content related to Blizzard's games in accordance with the EULA (hereafter "Game Content"). To the extent a Program Member incorporates into Game Content materials created, owned, or provided by Blizzard (including, without limitation, any trademarks, logos, or other intellectual property belonging to Blizzard or its parents, subsidiaries, or affiliates, collectively referred to herein as "Blizzard's Materials"), Blizzard (or such parent, subsidiary, or affiliate) retains ownership of such intellectual property. The Program Member shall have no right to use Blizzard's Materials, except for the limited purpose of incorporating them into Game Content. Ownership of Game Content, excluding Blizzard's Materials that may be incorporated therein, vests in the Program Member, but the Program Member (1) grants Blizzard the royalty-free, worldwide, irrevocable, fully paid-up right and license to use, reproduce, distribute, modify, publicly perform, translate, create derivative works from, publicly display, and otherwise exploit this Game Content; and (2) may not use Game Content except as provided in this Agreement or as otherwise authorized in writing by Blizzard. The Program Member shall have no claim to compensation for the creation of Game Content except as provided in this Agreement, and no claim (including, without limitation, claims based upon invasion of privacy or right of publicity) arising out of any use or blurring of the Game Content by Blizzard and its licensees. The Program Member shall clearly and conspicuously disclose their status as a Program Member in all Game Content in the manner required by this Agreement. The Program Member's creation of Game Content does not obligate Blizzard to use, display, or continue to display that Game Content. Blizzard reserves the right not to display Game Content, or to cease the display of Game Content, at any time and for any reason. The Program Member acknowledges Blizzard's right to control what Game Content is displayed or not displayed and agrees to comply with and/or to assist Blizzard in any request to take down Game Content. The Program Member acknowledges that, even after takedown, the Game Content may be retained by third parties and may be available and accessible in other media, including, without limitation, online through third party websites, platforms, and/or services, whether during or after the Term; that Blizzard cannot control all such availability or accessibility; that such availability or accessibility shall not be deemed a breach by Blizzard of this Agreement; and Blizzard will

not be responsible for or have any obligation with respect to the acts or obligations of third parties with respect to such materials.

F. Benefits to Program Member: In full consideration to the Program Member for entering into this Agreement and for all of the Program Member's services hereunder and all rights granted by the Program Member herein, and provided that the Program Member satisfactorily performs their services as discussed in this Agreement, Blizzard agrees to provide the Program Member (and the Program Member agrees to accept) certain benefits that Blizzard expects from time to time to offer to Program Members ("Benefits"). These Benefits may include, at Blizzard's sole discretion, access to "Beta" versions of Blizzard software, access to non-public game content, interviews with developers, and occasional promotional items. Services do not count toward receiving or redeeming Benefits unless performed in accordance with Program rules and requirements as established (and as modified from time to time) by Blizzard. Blizzard reserves the right to restrict access to some or all of these items to Program Members who have achieved certain thresholds of support within the Program, as determinable in Blizzard's sole discretion. Blizzard shall not be liable for any broker's and/or agent's fees or commissions, taxes, production company fees, or other payments to third parties payable by the Program Member in connection with its creation of Game Content or any aspect of the Program Member's services. For the avoidance of doubt, only Program Members whose participation in the program has been accepted by Blizzard, who have achieved the thresholds of support constituting minimum eligibility for a Benefit, and whom Blizzard has not determined to have committed any of the acts discussed above or below in Sections A and H or who are otherwise not in breach of this Agreement, and which are resident or incorporated in territories which Blizzard has deemed to be eligible for particular Benefits, may be given access to Benefits. Program Members also should be advised that Blizzard expects to exercise its unlimited right to terminate this Agreement if a Program Member regularly falls short of communicated support thresholds. Any services Program Members provide prior to entering into this Agreement or outside of the Program's parameters do not qualify toward receiving the Benefits. Blizzard reserves the right to (a) create additional ways to receive Benefits, (b) change or remove any ways to receive Benefits, (c) establish expiration dates to receive Benefits, (d) limit the amount of Benefits that may be received, (e) revoke or rescind Benefits, or (f) subject to applicable laws, offer select groups of Program Members opportunities to receive other, additional, or bonus Benefits without making the same offer available to other Program Members. Blizzard does not guarantee the nature or kind of Benefits that will be offered, or that any Benefits will be offered, and reserves the right to suspend or discontinue the Program or the provision of Benefits at any time. Benefits awarded as virtual goods cannot be sold or transferred to any other Program Members, person, or entity. Transferred Benefits awarded as virtual goods are void. Blizzard's interpretation of Program rules and requirements, including any determination of the Benefits to be received by any Program Member hereunder, shall be final and binding. Benefits, the requirements for receiving Benefits, and the procedures for acquiring such Benefits are set by Blizzard in its sole discretion and may be changed from time to time and at any time without notice to Program Member. This means that performing services or meeting thresholds to be eligible to receive Benefits does not entitle Program Member to any vested rights with respect to such Benefits. In performing services or meeting thresholds, Program Members may not rely upon the continued availability of any Benefits. Benefits may not be returned or exchanged. In order to receive any Benefits, a Program Member may be required to verify and/or provide proof of Program Member's eligibility and compliance with this Agreement, including proof of identity, age and citizenship or residency, including, if requested, by executing and delivering to Blizzard a signed affidavit or other official documentation certifying eligibility and acceptance of this Agreement. Blizzard's determination, in its sole discretion, as to whether Program Member has provided suitable proof (including the form of proof) and other eligibility verification shall be final. Benefits (if any) not claimed within thirty (30) days after delivery or notification of availability (where applicable) and/or returned as undeliverable is forfeited and may be disposed of at Blizzard's discretion. Benefits in the form of physical or virtual goods may take up to eight (8) weeks to be delivered following being awarded by Blizzard. Once delivered, Blizzard is not responsible for, and will not replace, any lost or stolen Benefits. To the maximum extent permitted by

applicable law, all Benefits are awarded "as is" and without condition or warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability, satisfactory quality or fitness for a particular purpose). To the maximum extent permitted by applicable law, Blizzard and its parent, subsidiaries, licensors or affiliates and their officers, employees and agents shall not be liable for any damage, injury, loss, consequential or otherwise, caused by Program Member participation in the Program or by any Benefits. Blizzard reserves the right to limit the quantity of Benefits a Program Member may receive. Any Benefits offered may have limitations based on duration, quantity, or location, and all Benefits are subject to availability and any other terms and conditions supplied by the party responsible for providing the Benefits. Additional terms and conditions may apply for particular Benefits. Benefits are not refundable, exchangeable, replaceable, redeemable or transferable for cash or credit under any circumstances. Any Benefits obtained through the Program may not be sold, exchanged, or otherwise monetized. Failure to comply with this provision may lead to termination of the Program Member registration in the Program and/or forfeiture of any eligibility to receive Benefits, in addition to Blizzard seeking any and all remedies available under the law. Benefits that include virtual goods in a particular Blizzard product or service is subject to the same terms and conditions for all virtual goods and content available in that product or service.

G. No Right to Benefits for Improper Acts. Benefits earned from unlawful or unethical acts, or from violations of this Agreement, shall not be owed or provided by Blizzard. If Blizzard, in its sole discretion, finds that its prior determination to issue a Benefit to a Program Member is or was the result of any conduct, act, or omission of the Program Member involving fraud, willful misconduct, bad faith, or any unlawful act, or that constituted a violation of this Agreement or any other agreement with Blizzard, then in addition to termination of this Agreement and a ban on future participation in the Program, Blizzard may require a Program Member to return to or reimburse Blizzard for any such previously-provided Benefit. Under no circumstances shall a Program Member be entitled to receive or retain Benefits resulting from such violative acts.

H. Program Member's Ongoing Obligations. While this Agreement is in effect, the Program Member agrees:

1. to keep their information as provided to Blizzard accurate, current, and complete, including (without limitation) any tax, payment, address, and residency information;
2. to comply with all applicable laws and regulations and to conform their actions to the highest industry standards;
3. to refrain, even in matters outside of this Agreement, from acting in an unlawful or unethical manner that, by virtue of the Program Member's affiliation with Blizzard, could reflect negatively on Blizzard (including any affiliate);
4. that any public statements the Program Member makes in connection with this Agreement or their service as a Program Member shall reflect the Program Member's truthful and honest opinions;
5. that all products depicted in or reflecting Game Content (*i*) are the actual products, without any enhancement, alteration, or additional modifications or features; (*ii*) were used in conformity with relevant instructions; and (*iii*) any demonstrations of the product are depicted without any special effects or any other method (including, without limitations, filters or software such as Photoshop) which would enhance or alter the performance or appearance depicted; and

6. that if the Program Member's positive opinion(s) of Blizzard and its products changes while this Agreement is in effect, such that the Program Member can no longer truthfully endorse Blizzard, or if the Program Member intends to act in a manner that would violate this Agreement if undertaken as a Program Member, the Program Member will immediately exercise their right to terminate this Agreement.

I. **Confidentiality.** As part of the Program, Program Members may be exposed to Blizzard's Confidential Information. The following terms shall apply whenever Blizzard shares Confidential Information with Program Members:

1. As used herein, "Confidential Information" shall mean any information disclosed to Program Member by Blizzard before or after the Effective Date including, but not limited to, non-public information related to future products, product release timelines, concepts, product features, processes, inventions, trade secrets, ideas, designs, data, know-how, business methods, business partners, personnel, distribution plans, marketing plans, financials, code, scripts, and any compilations, studies, documents, summaries, analyses, or other materials prepared by Program Member based in whole or part on the information disclosed by Blizzard.

2. PROGRAM MEMBER EXPRESSLY ACKNOWLEDGES AND UNDERSTANDS THAT ANY BREACH OF THIS SECTION I WILL SUBJECT PROGRAM MEMBER TO CIVIL AND CRIMINAL LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY LAW, AND WILL ALSO RESULT IN CONSEQUENCES INCLUDING, WITHOUT LIMITATION, TERMINATION OF THIS AGREEMENT.

3. Except as may be required by court order, subpoena or lawful demand of a governmental agency, Program Member agrees: (a) to hold any Confidential Information obtained by it in the strictest confidence; (b) not to directly or indirectly reveal, report, publish, post on social media or internet websites, disclose or transfer any Confidential Information to any person or entity; (c) not record or make copies of any Confidential Information without Blizzard's prior written approval; and (d) not utilize any of the Confidential Information for any purpose not specifically permitted by Blizzard in writing. The forgoing obligations shall continue in perpetuity except that, to the extent Confidential Information is publicly released by Blizzard, Program Member's obligations under this Section shall cease but only as to the specific Confidential Information publicly released by Blizzard. Nothing in this Agreement shall obligate Blizzard to disclose any Confidential Information to Program Member.

4. If Program Member receives notice that it is required to disclose Confidential Information pursuant to a court order, subpoena or lawful demand of a governmental agency, Program Member shall promptly notify Blizzard of such requirement prior to making any such disclosure and provide reasonable cooperation to Blizzard so that Blizzard may contest the required disclosure or intervene to seek appropriate protective orders. Further, Program Member shall limit its disclosure to only that portion of Confidential Information that its counsel reasonably advises that Program Member is legally required to disclose.

5. Because of the unique and highly sensitive nature of the Confidential Information, Program Member acknowledges that Blizzard and/or its licensors may suffer irreparable harm if Program Member fails to comply with the provisions of this Section I and that monetary damages will be inadequate to compensate Blizzard for such breach. Accordingly, Program Member agrees that Blizzard may, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive and other equitable relief to enforce the terms of this Section I and to prevent any actual, potential or threatened violation of this Section I by Program Member and in seeking such relief, Blizzard will not be required to post any security or to prove the inadequacy of available remedies at law. Program Member expressly

agrees that it shall bear all costs and expenses, including attorneys' fees and costs, incurred by Blizzard in an enforcement action resulting from Program Member's breach of this Section I.

J. Privacy and Data Use. By participating in this Program, you acknowledge that Blizzard Entertainment, Inc. and its subsidiaries collect and use your personal information in compliance with applicable laws and regulations and its Privacy Policy in order to organize, run and monitor the Program. You confirm that you have acknowledged Blizzard's Privacy Policy. Your personal information may be transferred to the United States of America for the purpose of this Program, in accordance with Blizzard's Privacy Policy. You have the right to access, ask for erasure, and correction of your personal information and can request such action at DPO@Blizzard.com or <https://us.battle.net/support/en/help/product/services/1327>. As stated above, the Program is not open to anyone under the age of 18. In the event that Blizzard becomes aware that you are under 18, Blizzard reserves the right to delete, erase, or destroy any and all personal information that is obtained from the Program Member. Program Members are subject to the terms of Blizzard's Privacy Policy and must comply with all applicable national, federal, state and local laws, regulations, administrative guidelines, orders, and ordinances respecting privacy and data security. Program Members consent to allow Blizzard to communicate with them by any method and at any physical or electronic address, telephone number, or other communications method that Program Members provide when registering for the Program. Program Members also should be advised that Blizzard uses third-party tools for hosting and other services and that data Program members provide to Blizzard may be subject to the terms and conditions and privacy policies of those third-party sites and tools. If, at any time, Blizzard requests that you collect and process personal data, you agree that: (a) you will do so only to the extent, and in such manner, as is necessary to comply with Blizzard's written instructions from time to time; (b) you shall comply with Blizzard's instructions from time to time; (c) you shall not collect and/or process such personal data for any other purpose; and (d) you shall not store such personal data.

K. Need To Comply With FTC Guidelines for Affiliate Marketing. If a Program Member receives from Blizzard for free an item for which non-Program participants must pay, and is making public statements about that item, the Program Member must clearly and conspicuously disclose the Program Member's affiliation with Blizzard in accordance with the [Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising](#) and any local rules, regulations or best practice guidelines then in force and applicable in the Program Member's territory of residence.

L. No Union Involvement. Given the nature of the services to be performed by the Program Member, the parties do not envision that any of those services will be performed, or that any of the Program Member's Game Content will be produced, within the jurisdiction of any union or guild arrangement, including, without limitation, the SAG-AFTRA Commercials Contract. Should it subsequently be determined that any of the Program Member's services or any of the Game Content falls within the jurisdiction of a union or guild arrangement, then the Program Member will be entitled to minimum scale payments payable pursuant to such arrangement, which payments shall be debited against the Program Member's commissions. In an exchange for an additional payment by Blizzard to the Program Member in the amount of One Hundred U.S. Dollars (\$100), the Program Member shall grant to Blizzard unlimited editing rights on the internet and in new media with respect to whatever Game Content is deemed subject to the union or guild arrangement. Further, if and to the extent any Game Content is deemed subject to a union or guild arrangement, Blizzard will cause the minimum required contributions to be made, on the Program Member's behalf, to the applicable union or guild's pension, health, and welfare plans.

M. Indemnities/Disclaimers. Program Member agrees to indemnify, defend and hold harmless Blizzard, and each of its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors, and assigns, from and against any and all third party claims, loss, liability, injury, property damage, costs or damages arising from actual or threatened claims

or causes of action for (a) their alleged or actual breach of this Agreement or (b) their gross negligence or willful misconduct. Blizzard agrees to indemnify, defend and hold harmless the Program Member from and against any and all third party claims, loss, liability, injury, property damage, costs or damages arising from actual or threatened claims or causes of action for (a) its alleged or actual breach of this Agreement or (b) its gross negligence or willful misconduct. This provision shall survive the expiration or termination of this Agreement. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL BLIZZARD OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE TO ANY PROGRAM MEMBER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF BLIZZARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. NOTHING HEREIN SHALL OPERATE TO LIMIT LIABILITY TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW PROVIDED THAT IN SUCH EVENT LIABILITY SHALL BE LIMITED TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

N. **No Insurance.** The Program Member acknowledges that Blizzard does not provide for and does not carry any insurance of any kind for the Program Member's benefit or the benefit of the Program Member's heirs, executors, or administrators. The Program Member is solely responsible for obtaining and paying for any life, accident, automobile, property, error/omission, or other insurance pertaining to the Program Member's services under this Agreement.

O. **Notices.**

1. If you are a resident of the United States, Canada, or Mexico, all notices given by you to Blizzard under this Agreement shall be in writing and addressed to: Blizzard Entertainment, Inc., 1 Blizzard Way, Irvine, CA 92618, Attn: Law Department.

2. If you are not a resident of the United States, Canada or Mexico, then all notices given by you to Blizzard under this Agreement shall be in writing and addressed to: Activision Blizzard UK Ltd., The Ampersand Building, 178 Wardour Street, London W1F 8FY, United Kingdom, Attn: Law Department.

3. All notices given by Blizzard to a Program Member under this Agreement shall be in writing and addressed to the mailing and/or email address provided to Blizzard by the Program Member.

P. **No Obligation To Remove Content After Termination.** Blizzard has no obligation to remove or delete posts to social media platforms or on archival portions of its website(s) or other forums that contain a Program Member's Game Content after termination of this Agreement so long as such posts were made in accordance with this Agreement and while this Agreement was in effect.

Q. **Entire Agreement.** This Agreement contains the entire understanding between Blizzard and the Program Member with respect to the subject matter hereof and may not be altered or waived except by a writing signed by both parties. The sole exception is Blizzard's ability to amend this agreement described immediately below.

R. **Amendments to This Agreement; Assignment.** Blizzard may make any non-material change, modification, addition or deletion to any of the terms and conditions of this Agreement at any time in its discretion by posting the amended Agreement on its website or by providing the Program Member with digital access to the amended Agreement when the Program Member next accesses his or her account.

If any amendment to this Agreement is not acceptable to the Program Member, the Program Member may terminate the Agreement. If Blizzard substantially changes the terms of this Agreement, Blizzard will notify Program Member in advance before the new terms of the Agreement come into effect and Program Member will be asked to accept those changes to continue to participate in the Program. Program Member will have the option to refuse the amended Agreement, but if they do they will no longer be able to participate in the Program. The latest version of the Agreement is available on blizzard.com, so we advise Program Member to check whether the terms of the Agreement have been updated. Changes to the terms of the Agreement won't affect Program Member rights, will not substantially change the contractual balance between Program Member and Blizzard and will not have retroactive effect. Blizzard may assign or novate this Agreement, in whole or in part, to any person or entity at any time with or without the consent of the Program Member. Program Member may not assign or otherwise transfer this Agreement without Blizzard's prior written consent and any such assignment of this Agreement without Blizzard's prior written consent shall be void.

S. Blizzard reserves the right to change, suspend, terminate, or update any part of the Program (including the Benefits) at any time, including to fix bugs or add/remove features as deemed appropriate by Blizzard, in its sole discretion. Blizzard reserves the right, in its sole discretion, to suspend or terminate the Program without advance notice to Program Member in the event of: (i) viruses, bugs, human, technical or programming errors in Program operation or description (including, without limitation, descriptions of Benefits or quantities), unauthorized intervention, or other causes beyond Blizzard's control that affect the administration, security or proper functioning of the Program (as determined in Blizzard's sole discretion); (ii) Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Program as planned; or (iii) any legal requirement or direction. Upon any termination of the Program, all rights and obligations of the parties shall cease, and Program Member shall immediately cease using the Program. Blizzard reserves the right, in its sole discretion, to suspend or terminate any Program Member's participation in the Program without advance notice to Program Member in the event of: (i) reasonable suspicion(s) or investigation(s) of allegation(s) of cheating (including, but not limited to "win-trading," account sharing, boosting, collusion, glitching, hacking, and griefing); (ii) failure by any Program Member to comply with the Terms; (iii) a Program Member no longer meets the requirements for participation in the Program; or (iv) any legal requirement or direction. Upon such termination, all rights and obligations of the parties shall cease, and Program Member shall immediately cease using the Program. Upon termination of the Program Member's participation for whatever reason, all eligibility to receive Benefits is lost. In the event of termination, any Benefits that have not been shipped or delivered to the Program Member will be forfeited and the item may be canceled by Blizzard in its sole discretion. If Blizzard in its sole discretion decides to suspend or terminate any Program element, Blizzard will endeavor to (but has no obligation to) notify Program Member via one or more of the following: Blizzard's community websites, social networks, and such other channels used by Blizzard from time to time. It is Program Member's responsibility to check these channels from time to time. Program Member who violates this Agreement, tamper with the operation of the Program, or engages in any conduct that is detrimental or unfair to Blizzard, the Program, any other Program Member or users of any other Blizzard's properties (in each case as determined in Blizzard's sole discretion) is subject to disqualification from the Program and such other sanctions as determined in Blizzard's sole discretion (including but not limited to being banned from any and all Blizzard forums, and Program Member acknowledges they shall have no right to any refund or compensation in the event of any such ban). Blizzard reserves the right to exclude persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to participate in the Program.

T. **Choice of Law; Arbitration; Venue for Disputes; Jury Waiver.** This Agreement shall be governed by the laws of the State of Delaware, without regard to choice of law principles, and disputes arising from the Agreement shall be treated as though the parties both entered into the contract within the State of Delaware. Consumers residing in a member state of the European Union also enjoy the protection of the mandatory provisions of the consumer protection laws in their member state. Any Dispute arising

under this Agreement shall be resolved in binding arbitration as provided in the EULA. Any matter that either party asserts not to be arbitrable must be brought on an individual basis either in a small claims court where the plaintiff resides, to the extent such dispute falls within the jurisdiction of such court, or else exclusively in the state or federal courts in Orange County, California. The Program Member and Blizzard consent to venue in and personal jurisdiction before such courts (but without prejudicing either party's right to remove a case to federal court if permissible) and waive any objection that such courts are an inconvenient forum for resolution of such claims. The Program Member and Blizzard both agree to waive any right to a trial by jury in all Disputes. This paragraph will be interpreted as broadly as applicable law permits.

U. **Severability.** If any part of this Agreement is determined by a tribunal of competent jurisdiction to be invalid or unenforceable, then that portion shall be severed, and the remainder of this Agreement shall be given full force and effect.

EXHIBIT A

Standards of Conduct for Influencers, Bloggers and other Contributors

Purpose: The purpose of these Standards of Conduct for Influencers, Bloggers and other Contributors (“Standards”) is to ensure compliance with applicable laws and regulations as well as to protect the reputation of Blizzard (as defined in the Agreement to which this Exhibit is attached).

Applicability: These Standards are applicable to any blogger, influencer, contributor, publisher, talent or other author or speaker who has a material connection to Blizzard (each, a “Contributor”) and who creates any article, blog, post, endorsement, testimonial, communication or other content that (i) discusses Blizzard or its products and services, or (ii) is created at the request of Blizzard (or its agents) (collectively, “Contributor Content”). Any Contributor Content must be created, communicated, and disclosed in accordance with the requirements of these Standards.

Disclosure Requirements:

- o The material connection between the Contributor and Blizzard must be disclosed clearly and conspicuously as close to the Contributor Content as possible when the material connection is not otherwise clear to an audience or is not reasonably presumed or implied, regardless of the platform and/or devices the audience may access the Contributor Content (e.g., mobile phone, tablet, PC, etc.).
- o A “material connection” includes:
 - a business relationship with Blizzard that could affect the credibility audiences may give to the statements about Blizzard;
 - direct or indirect payment, compensation, or consideration of any kind received from Blizzard; or
 - free products, discounts, gift bags, gifts cards, samples, prizes, event tickets, rewards points, sweepstakes entries, travel arrangements, hotel accommodations, marketing opportunities, or any other incentives received from Blizzard.
- o Disclosures should always be made in accordance with the Federal Trade Commission’s “.com Disclosure Guidelines: How to Make Effective Disclosures in Digital Advertising”, the “Revised Endorsement and Testimonial Guides,” the “Disclosures 101 for Social Media Influencers,” and all other applicable disclosure guidelines federal, state and local authorities may issue.

Examples:

- o **Influencer, paid endorsers, and spokespersons:** When it is not otherwise clear to the audience, clearly and conspicuously disclose the material connection to Blizzard when speaking about it in both online and offline contexts. Examples:
 - *“As a spokesperson for [Blizzard Entertainment/GAME], I . . .”*

- On a website: *(NAME) is a paid endorser of [Blizzard Entertainment/GAME].*
- o Publishers, influencers, contributors, bloggers, and other authors of online content: When it is not otherwise clear to the audience, clearly and conspicuously disclose the material connection with Blizzard. While the exact nature of the material connection (confidential financial terms of the engagement) must not be disclosed, the audience must know of the material connection, including a proper reference that some form of incentives or consideration were or are to be received. Examples:
 - *“I received (Incentive) from [Blizzard Entertainment/GAME] to talk about . . .”*
 - *“[Blizzard Entertainment/GAME] sent me (incentive/gift) and . . .”*
 - *“I am a paid contributor/influencer/ambassador for [Blizzard Entertainment/GAME]”*
 - *“This content is sponsored by [Blizzard Entertainment/GAME]”*
- o Tweeters and other microbloggers: Proper disclosure must still be made, even if Contributor Content appears in space-constrained social media platforms:
 - When posting to forums where there is limited space, such as on Twitter, “Ad” or (only where sufficient in accordance with local marketing laws and practice) “Sponsored” should be included in the post and, when possible, visual cues such as bold, italic, or a different color font should be used to ensure the disclosure stands out from the other text in the post.
 - Non-standard, abbreviated hashtag disclosure conventions, such as “spon” are generally not approved for use.
 - Disclosures must appear in the same post, which includes the Contributor Content.

Contributor Content Requirements:

- o All Contributor Content created must reflect the Contributor’s honest opinions, beliefs, and experiences with Blizzard and its products and services.
- o Contributor Content may not contain any statement or representation about Blizzard or its products and services, which is untrue, misleading, or deceptive.
- o Contributor Content must be the Contributor’s own original work, created solely by the Contributor (or otherwise utilized with any necessary permissions and approvals), and must not infringe the copyright, trademark, privacy, publicity or other personal, proprietary, or other intellectual property rights of any person or entity.
- o Contributor Content that is obscene, lewd, sexually explicit, disparaging, defamatory, libelous, or that otherwise contains inappropriate content or objectionable material, may not be posted or made publicly available, and Blizzard may, in its absolute and sole

discretion, remove such Contributor Content or if applicable require the Contributor to remove such Contributor Content.

- o Contributor Content must not defame, misrepresent, or contain disparaging remarks about any third party, person, product or company.
- o Other than as explicitly directed by Blizzard or as necessary to comply with these Standards, Contributor Content may not include any confidential information, or any proprietary, non-public information about Blizzard, its customers, employees, business partners or suppliers.
- o Contributor Content must adhere to the posting guidelines and with all other applicable rules and requirements on any third-party social media platform on which the Contributor Content is posted.
- o When possible, Contributor should use a “verified” account and procure such “verified” status prior to posting through social media channels.

Duty to Correct. Contributors must take prompt action to correct instances in which these Standards are not adhered to, as advised by Blizzard.