DIABLO III ETERNAL COLLECTION QUEST FOR TREASURE CONTEST RULES

- 1. Eligibility. BLIZZARD ENTERTAINMENT, INC., A DELAWARE CORPORATION, AND GAMESTOP, INC. ("SPONSOR") ARE THE SPONSORS OF THE DIABLO III ETERNAL COLLECTION QUEST FOR TREASURE CONTEST ("CONTEST"). ELIGIBILITY FOR THIS CONTEST IS LIMITED TO RESIDENTS OF THE UNITED STATES, CANADA, AND MEXICO: (I) WHO ARE OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE, (II) WHO ARE NOT RESIDENTS OF THE STATES OF NORTH DAKOTA, VERMONT, CONNECTICUT, OR MARYLAND IN THE UNITED STATES, OR THE PROVINCE OF QUEBEC, CANADA, AND (III) HAVE A VALID BATTLE.NET ACCOUNT AND TWITCH ACCOUNT IN GOOD STANDING ("ENTRANTS"). IF YOU ARE NOT A RESIDENT OF THESE AREAS AND/OR OTHERWISE DO NOT MEET THE ABOVE ELIGIBILITY REQUIREMENTS, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. 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 of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. There is no cost to enter or win. Offer void where prohibited. In the event of any dispute, entries will be deemed to have been submitted by the owner of the e-mail address from which the e-mail was sent.
- 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 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 at 9:00 a.m., Pacific Daylight Time (PDT) on October 15, 2018 (the "Start Date") and shall continue in duration until 9:00 AM Pacific Standard Time (PST) November 9, 2018 (the "Deadline"). All entries must be received by the Deadline to be eligible to win a prize.
- 4. How to Enter. On October 15, 2018 at 9:00 a.m., Sponsor shall post a total of twelve (12) unique URLs ("Codes"). These Codes shall be either: (i) displayed at a physical location; or (ii) posted online. To enter the Contest, an Entrant must locate the Codes and redeem them for Contest entries at the following website: <u>d3loot.com</u>. Each Code shall be classified as either (1) common, (2) magic, (3) rare, or (4) legendary. Common Codes can be redeemed for one (1) entry into the Contest; magic Codes can be redeemed for two (2) entries into the Contest; rare Codes can be redeemed for three (3) entries into the Contest; and legendary Codes can be redeemed for four (4) entries into the Contest. Each Code can only be redeemed once per Entrant.
- 5. Prizes. Sponsor shall randomly select the following number of Entrants to receive the corresponding prize:

<u>Prize & Approximate Retail Value (USD)</u>	Number of Winners
Replica of the Diablo 3 Harvester Weapon ARV = \$2,000.00	1
Replica of the Diablo 3 Scythe of the Cycle Weapon ARV = \$1,800.00	1
Replica of the Diablo 3 Oathkeeper Weapon ARV = \$2,000.00	1
Replica of the Diablo 3 Kridershot Weapon ARV = \$2,500.00	1

Replica of the Diablo 3 Fleshrake Weapon ARV = \$2,300.00	1
Replica of the Diablo 3 Wand of Woh ARV = \$3,200.00	1
Replica of the Diablo 3 Johanna's Argument Weapon ARV = \$3,500.00	1
Nintendo Switch [™] Diablo III Eternal Collection Bundle ARV = \$359.00 each	10
Digital Copy of Diablo III for the Nintendo Switch TM system (Game only) ARV = \$59.99 each	50
Cute but Deadly Colossal Diablo Figures ARV = \$54.99 each	100
Diablo "Pin of Sin" Pinny Arcade Collectible Pin ARV = \$5.00 each	100

ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All prizes will be awarded. Prize Winners will be notified within ten (10) days of the Deadline, and must execute an affidavit of eligibility and furnish the necessary tax documentation before they can receive their Prize. Prizes returned as undeliverable or otherwise not claimed within seven (7) days after delivery of notification will be forfeited and awarded to an alternate winner. 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 of equal 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).

- 6. Sponsor Use of Entries. You hereby agree that in consideration of your being allowed the chance to enter the Contest, Sponsor shall have the perpetual, non-exclusive, worldwide, royalty-free license and right, but not obligation, to utilize your name, character, battletag, likeness, and a biography of you as detailed herein. Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit your submitted joke, Instagram handle, name, character, likeness, and a biography of you 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. You agree 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 Section 6.
- 7. Collection of Information. By entering the Contest, you consent to Sponsor's use of your information to inform you of open positions with Sponsor, and to associate your name with your submission in promotional materials for the Contest in the event that you are chosen to be a winner. As stated above, the Contest is not open to anyone under the age of majority in your country of citizenship. In the event that Sponsor becomes aware that you are under the age of majority in your country of citizenship Sponsor will delete, erase or destroy any and all personally identifiable information that is obtained from the Contest. In the event that you are a citizen of the European Union and/or any of the other countries whose citizens are eligible for this Contest, and pursuant to applicable 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 "Diablo III Eternal Collection Quest for Treasure Contest 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 Contest if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in Section 5 herein.

- 8. General Release. By entering the Contest, you release Sponsor, Nintendo of America, Inc., 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, mis-delivery, 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.
- **9.** Affidavit & Release. In Sponsor's sole discretion, as a condition of being awarded any prize, winners will be required to execute and deliver to Sponsor a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.
- 10. Winners List; Rules Request. For a copy of the winners list, send a stamped, self-addressed, business-size envelope after November 9, 2018 and before May 10, 2019 to Sponsor at the following address: "Diablo III Eternal Collection Quest for Treasure Contest" -Winners List, c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612." To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the following address: "Diablo III Eternal Collection Quest for Treasure Contest" Rules Request," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. Residents of WA and VT may omit return postage.
- **11. Copyright Notice.** The Contest and all accompanying materials are copyright © 2018 Blizzard Entertainment, Inc. All rights reserved.
- 12. Miscellaneous. The Contest and these Official Rules will be governed, construed and interpreted under the laws of the United States. 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 beyond Sponsor's control 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. If you have any questions about these Official Rules or the Contest, please send written questions to Blizzard Entertainment, "Diablo III Eternal Collection Quest for Treasure Contest", c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612.
- **13. Contest Sponsor**. The sponsors of the Contest are Blizzard Entertainment, Inc. and GameStop, Inc. For clarification, Nintendo is not a sponsor, co-sponsor, or administrator of this Contest.