Official Rules

Diablo III Boon of the Horadrim Sweepstakes

1. Eligibility. BLIZZARD ENTERTAINMENT, INC., A DELAWARE CORPORATION (referred to herein as "SPONSOR") IS THE SPONSOR OF THE DIABLO III SEASON OF GREED SWEEPSTAKES ("SWEEPSTAKES"). THIS SWEEPSTAKES IS OPEN ONLY TO RESIDENTS OF THE UNITED STATES, CANADA (EXCLUDING QUEBEC), AUSTRIA, BELARUS, BELGIUM, BULGARIA, CROATIA, CZECH REPUBLIC, DENMARK, EGYPT, ESTONIA, FINLAND, FRANCE, GERMANY, HUNGARY, ICELAND. ISRAEL, ITALY. KAZAKHSTAN. LATVIA, LITHUNIA, LUXEMBOURG, MALTA, NORWAY, POLAND, ROMANIA, SERBIA, SLOVAKIA, SLOVENIA, SOUTH AFRICA, STATE OF QATAR, SWITZERLAND, TUNISIA, TURKEY, THE UNITED KINGDOM, UKRAINE, HONG KONG, SOUTH KOREA, MACAU, TAIWAN AND THAILAND: WHICH ARE: (i) OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE ON THE DATE REFERENCED BELOW AS THE START DATE FOR THE SWEEPSTAKES; (ii) WHO HAVE AN ACTIVE TWITTER ACCOUNT; AND (iii) WHO ARE NOT RESIDENTS OF THE STATES OF NORTH DAKOTA, VERMONT, CONNECTICUT, OR MARYLYAND IN THE UNITED STATES, OR THE PROVINCE OF QUEBEC, CANADA ("ENTRANTS"). Otherwise eligible participants may create a Twitter account at no cost at https://www.twitter.com. If you are under 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 Sweepstakes rules with your entry, and that such agreement constitutes acceptance of these Sweepstakes rules on behalf of you and themselves. If you reside in the States of North Dakota, Vermont, Connecticut or Maryland in the United States, or the Province of Quebec in Canada, you are not eligible to participate in this Sweepstakes. To be eligible to win a prize, entries must be completed and received by Blizzard in the format designated below. Directors, officers and employees of Blizzard, 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. Void where prohibited or restricted. 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. Blizzard, 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 Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Blizzard; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

3. Sweepstakes Period. The Sweepstakes shall commence on 10:00 AM PST October 9, 2018 (the "Start Date") and shall continue in duration until 11:59 PM PST October 17, 2018 (the "Deadline"). All entries must be received by the Deadline to be eligible to win a prize.

4. How to Enter. To participate in the Promotion, am Entrant must: (i) Meet the eligibility requirements set forth in Section 1 above; (ii) have an active Battle.net account; (iii) be a registered user of Twitter®; and (iv) during the Promotion Period set forth in Section 3 above, become a follower of Diablo III on Twitter by visiting <u>https://twitter.com/Diablo</u> and clicking "Follow." Thereafter, Entrants can enter drawings for two (2) prizes, as follows:

A. <u>Entering the Customized PS4 Diablo III Console Giveaway.</u> To enter for a chance to win a custom Diablo III skinned PS4 console, qualified entrants must retweet the tweet focused on the PS4 Pro Diablo III Console Giveaway provided by Blizzard at <u>https://twitter.com/Diablo</u> after the Start Date and prior to the Deadline.

B. <u>Entering the Customized Xbox One Diablo III Console Giveaway</u>. To enter for a chance to win a custom Diablo III skinned Xbox One console, qualified entrants must retweet the tweet focused on the Xbox One X Diablo III Console Giveaway provided by Blizzard at <u>https://twitter.com/Diablo</u>_after the Start Date and prior to the De___adline.

5. Prize.

A. Customized PS4 Diablo III Console Giveaway Winner. After the Deadline, Blizzard shall randomly select one (1) qualified entrant as the winner of a PS4 Diablo III Console, with an approximate retail value of \$2,000.00 USD.

B. Customized Xbox One Diablo III Console Giveaway Winner. After the Deadline, Blizzard shall randomly select one (1) qualified entrant as the winner of an Xbox One Diablo III Console, with an approximate retail value of \$2,000.00 USD.

6. Odds of Winning. Odds of winning a prize depend on the total number of eligible entrants who meet the eligibility requirements for the the applicable drawing. 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 Blizzard will be forfeited and, at Blizzard'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 Blizzard 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).

7. Blizzard Use of Entries/Publicity Release. You hereby agree that in consideration of their being allowed the chance to enter the Sweepstakes, Blizzard, its parent, subsidiaries, licensees and affiliates, shall have the perpetual, non-exclusive, worldwide license and right to utilize your name, address (city and state), 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. Blizzard shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit your name, character, likeness, and biography 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.

8. Original Work of Authorship. You hereby warrant and represent that (a) you own all rights to all Entry Materials submitted by you; and (b) all such Entry Materials are original works of authorship on your part 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.

9. Collection of Information. As stated above, the contest 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 Contest, 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 "Diablo III Boon of the Horadrim Sweepstakes - Personal Data," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92623. 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 Sections 5 and 6 herein.

10. General Release. By entering the Sweepstakes, you release Blizzard, 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 Sweepstakes 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. Affidavit & Release. As a condition of being awarded any prize, winners will be required to execute and deliver to Blizzard a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.

12. Winners List; Rules Request. For a copy of the winners list, send a stamped, selfaddressed, business-size envelope after October 27, 2018 and before July 6, 2019, to Blizzard at the following address: "Diablo III Diablo III Boon of the Horadrim Sweepstakes Sweepstakes -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 Blizzard at the following address: "Diablo III Diablo III Boon of the Horadrim Sweepstakes Sweepstakes - Rules Request," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. Residents of WA and VT may omit return postage.

13. Copyright Notice. The Sweepstakes and all accompanying materials are copyright © 2018 Blizzard Entertainment, Inc.

14. Miscellaneous. The Sweepstakes 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 Blizzard, which are final and binding in all respects. Blizzard reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Blizzard's control affect the administration, security or proper play of the Sweepstakes or Blizzard otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Blizzard, the Sweepstakes or any other entrant (in each case as determined in Blizzard's sole discretion) are subject to disqualification from entry into the Sweepstakes. Blizzard reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. If you have any questions about these Official Rules or the Sweepstakes, please e-mail them to Sweepstakes@blizzard.com or send written questions to "Diablo III Diablo III Boon of the Horadrim Sweepstakes Sweepstakes," P.O. Box 18979, Irvine, CA 92612.

15. Sweepstakes Sponsor. The sponsor of the Sweepstakes is Blizzard Entertainment, Inc.