

## OVERWATCH LEAGUE PERKS OFFICIAL RULES

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## **OFFICIAL RULES: 2023 Overwatch League TOKENS Viewership Incentive promotion**

**OVERVIEW:** The 2023 Overwatch League Tokens Viewership Incentive Promotion (the “Promotion”) provides a reward of five (5) free Tokens (as defined below) for each hour of live Overwatch League matches, and other select live matches watched on the Platforms (as defined below). Additional details are set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE ANY TOKENS. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING ANY TOKENS. YOU WILL NOT BE ELIGIBLE TO ENTER THIS PROMOTION UNLESS YOU ARE RESIDENT IN ONE OF THE COUNTRIES SPECIFIED IN SECTION 3.

BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND YOU SHOULD READ THESE OFFICIAL RULES CAREFULLY. THESE RULES ARE COMPRISED OF PART A (WHICH APPLIES TO ALL PARTICIPANTS), PART B (WHICH APPLIES ONLY TO US AND CANADA RESIDENT PARTICIPANTS) AND PART C (WHICH APPLIES TO ALL NON-US AND NON-CANADIAN RESIDENT PARTICIPANTS).

### **PART A: TERMS APPLICABLE TO ALL PARTICIPANTS**

**1. CO-SPONSORS:** The co-sponsors (or promoters) of the Promotion are (collectively, “Sponsors”):

The Overwatch League, LLC, One Blizzard Way, Irvine, CA 92618

Blizzard Entertainment, Inc., One Blizzard Way, Irvine, CA 92618

YouTube is not a sponsor of or affiliated with this Promotion.

**2. PROMOTION TERM AND DEADLINES:** The Promotion begins on or around April 27, 2023 at and ends on or around December 31, 2023 (“Promotion Period”). Each 2023 Overwatch League official league regular season, playoff, and Grand Finals match, and such other live matches designated by Sponsors (each, a “Match”) during the Promotion Period will constitute a separate and distinct promotional event under these Official Rules. For the avoidance of doubt, Sponsors may, in their discretion, include certain non-Overwatch League Matches in this Promotion.

**3. ELIGIBILITY:** The Promotion is open and offered to legal residents of most countries. Legal residents of Cuba, Iran, the Democratic People’s Republic of Korea, Sudan, Crimea, the so-called Donetsk People’s Republic, and so-called Luhansk People’s Republic, and Syria, and other countries where restricted or prohibited by law are not eligible for the Promotion. Legal residents of the People’s Republic of China (which for the purposes of these rules, excludes Hong Kong, Macau and Taiwan) are also not eligible for the Promotion. For Argentina, this promotion should be considered as temporary rules to grant benefits (the Tokens) for duly registered players in accordance with these Official Rules.

To be eligible to enter the Promotion you must also be 13 years of age or older at the time of entry. If you are a minor (as defined in your country of residence) then you must get permission from your parent or guardian to enter the Promotion. Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsors and their parents, affiliated companies and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, web masters and web suppliers, vendors, suppliers and production/distribution partners and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsors, the “Promotion Entities”), and their dependents, immediate families (spouse and parent, child, sibling and their respective spouses, regardless of where they reside) and/or members of their households, whether or not related, are ineligible to participate in this Promotion.

By participating, participants agree to these Official Rules and the decisions of Sponsors, which are final and binding in all matters related to this Promotion unless disputed in accordance with Section 17 (as applicable).

To be eligible to participate in this Promotion, you must have an account in good standing with Blizzard Entertainment (“Blizzard”) in compliance with all applicable terms and conditions. Blizzard accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Viewers of Matches on the following platforms (each, a “Platform”) will be eligible to participate in this Promotion (as detailed below) by following these steps:

**Overwatch League YouTube Channel Viewers:**

1. [Create](#) or [log in](#) to your YouTube account on a personal computer (PC) or the YouTube mobile application.
2. Link your Blizzard account to your YouTube account.
3. View a live stream of a Match on the official Overwatch League YouTube channel during the Promotion Period on PC or the YouTube mobile app for the required period of time.

The foregoing conditions of entry (as applicable depending on viewing platform) are the “Initial Conditions”. Note that viewers on any other platform will **not** be eligible to participate.

A. **Tokens** - All viewers who satisfy the Initial Conditions and are viewing a live stream of a Match will receive five (5) Tokens (as defined in [Section 6](#)) per one (1) hour of viewership. Sponsors may award additional Tokens per hour (e.g., “Double Tokens”), at Sponsors’ sole discretion. No drawing or other chance element is involved in the Promotion.

**Opt-Out:**

If a participant does not want to be automatically entered into the Promotion, or wishes to opt-out of the Promotion, they must take the following actions:

**Overwatch League YouTube Channel Viewers:** To opt-out of the Promotion, a participant must either (i) log-out of their YouTube account; or (ii) unlink their YouTube account from their Blizzard account via the YouTube settings.

**5. NOTIFICATION AND VERIFICATION OF GIFTS:** Within 48 hours of the conclusion of each applicable Match, and upon Sponsors’ (or Sponsors’ designee’s) determination of eligible participants, the following will occur: (a) Tokens will be credited to Blizzard accounts of persons who earned those Tokens per Section 4A above, subject to compliance with these Official Rules. Xbox One®/ Xbox Series X|S®, Nintendo Switch and PlayStation®4 / PlayStation®5 system players must have their Xbox Live, Nintendo or PlayStation®Network account linked to their Blizzard account in order to redeem Tokens. Valid Overwatch game client license is required to redeem Tokens. Provided you have an Overwatch game client connected to your Blizzard account (including linking your Xbox Live, Nintendo or PlayStation®Network account as detailed above) the Tokens will appear in your Blizzard account without you needing to take further action. If you do not, then the Tokens will be stored for you until you connect an Overwatch game client to your Blizzard account until the expiration date (as detailed in Section 6 below). Non-compliance with these Official Rules may result in disqualification and forfeiture of the reward.

**6. TOKENS:**

Overwatch League Tokens are virtual items that are capable of redemption for Overwatch League-related virtual items in the Overwatch game client (each, a “Token”). Tokens have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. Tokens will be added directly to the participants’ Blizzard accounts with no additional action required on the part of the participant (subject to Section 5 above). The use of the Tokens are subject to all terms and conditions applicable to the Overwatch game license, including without limitation Blizzard’s End User License Agreement available [here](#). Tokens which are awarded but not ‘redeemed’ into

an Overwatch game client (including, without limitation, by linking an Xbox Live, Nintendo or PlayStation® Network account to your Blizzard account) by December 31, 2023 will expire and will not be replaced. Tokens ‘redeemed’ into an Overwatch game client on one platform (e.g., PC, Xbox One®/ Xbox Series X|S®, Nintendo Switch and PlayStation®4 / PlayStation®) will no longer be available to be ‘redeemed’ on an Overwatch game account on another platform. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with the award of Tokens.

**7. PUBLICITY:** Except where prohibited by applicable law, each participant agrees to participate in reasonable publicity as may be required by the Sponsors in respect of the Promotion. The Sponsors reserve the right to publish each participant’s name, photograph and country of residence on their participant’s list and websites.

**8. PRIVACY:** By participating to the Promotion, participants hereby acknowledge that The Overwatch League, LLC may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://overwatchleague.com/en-us/legal/privacy-policy> and that personal information is shared with Blizzard Entertainment, Inc. for the purposes of fulfilling this Promotion. Blizzard Entertainment, Inc. will only process the personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <http://us.blizzard.com/en-us/company/about/privacy.html>. Participants confirm that they have acknowledged both privacy policies. Participants’ personal information may be transferred to the United States of America for the purpose of this Promotion. Participants have the right to access, ask for erasure, and correction of their personal information and can request such action as detailed in both privacy policies. Eligible participants who are residents of Taiwan should refer to Blizzard Entertainment’s Privacy Policy here: <http://tw.blizzard.com/zh-tw/company/about/privacy.html>. Eligible participants who are residents of South Korea should refer to Blizzard Entertainment’s Privacy Policy here: <https://www.blizzard.com/ko-kr/company/about/privacy.html>.

**9. SPONSORS’ RIGHTS:** Each of the Sponsors reserve the right at any time, in their absolute discretion, to:

- verify the eligibility of any participant (including their age and place of residence);
- disqualify any participant found to be abusing or tampering with the operation of the Promotion or entering using fraudulent means, or who the Sponsor believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to the applicable Sponsor’s or Blizzard’s social media channels and/or interactive features of its websites or other platforms that is, in the Sponsor’s opinion, inappropriate, offensive or upsetting to other participants, fans of the Sponsor or directly aimed at the Sponsor, or contrary to applicable law, and at one or more Sponsors, or contrary to applicable law, or Sponsors or Sponsors’ vendor or supplier’s terms of use or service (including community guidelines or other terms governing appropriate behavior) and to remove any such entry or comment.

The Sponsors reserve the right to extend, withdraw, alter or suspend the Promotion or these Official Rules at any time if circumstances beyond their control (which could not be reasonably foreseeable at the time of this Promotion and which could not be avoided by appropriate means) make this unavoidable.

**10. CONTACT:** If you have any questions regarding the Promotion, please contact Blizzard customer support [here](#).

## **PART B: TERMS APPLICABLE TO US RESIDENT PARTICIPANTS**

The following terms apply only to those participants who are residents of the United States and Canada:

**11. CONDITIONS OF PARTICIPATION:** Participants agree that the Promotion Entities and YouTube will have no liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Tokens, or participation in this Promotion or any Promotion-related activity, or for

any printing, production, typographical, human or other error in the printing, offering or announcement of any Token.

**12. LIMITATIONS ON LIABILITY:** Promotion Entities and YouTube are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, garbled, or stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors or problems of any kind, whether typographical, printing, human, technical, mechanical, electronic, network or otherwise, including, without limitation, or any errors or problems which may occur in connection with the administration of the Promotion; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or website, as solely determined by the Sponsors, will be disqualified (and all associated entries will be void), and Sponsors reserve the right to terminate such participant's eligibility to participate in this or any other promotion offered by Sponsors. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from a Promotion-related website. Should any portion of the Promotion be, in Sponsors' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsors reserve the right at their sole discretion to suspend or terminate the Promotion. In the event of a dispute regarding entries received from multiple users having the same Blizzard account, the authorized subscriber of the Blizzard account at the time of entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses that is associated with the Blizzard account.

**13. IN NO EVENT WILL THE PROMOTION ENTITIES AND/OR YOUTUBE BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PROMOTION SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**14. ARBITRATION:** Any dispute whatsoever relating to the Promotion which is not resolved within the thirty (30) day period commencing upon receipt of written notice by either party from the other party, shall be settled by binding and final arbitration before a single arbitrator. The demand for arbitration shall be made within a reasonable time after a claim, dispute, breach or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim, dispute or breach. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Arbitration shall be by a single arbitrator experienced in the matters at issue selected pursuant to the AAA Rules. The arbitration shall be held in such place in the metropolitan area of Los Angeles, California, as may be specified by the arbitrator (or such other place upon which the parties and the arbitrator may agree), and shall be conducted pursuant to the AAA Rules (regardless of any choice of law provision in this Agreement) to the extent not otherwise inconsistent with this Agreement. The parties shall not be entitled to discovery other than the exchange of relevant

documents and one deposition not to exceed eight hours, except as otherwise allowed by the arbitrator or the AAA rules. However, the parties shall also be entitled to depose any expert that will be presented to testify at the arbitration hearing. The decision of the arbitrator shall be final and binding as to any matters submitted to arbitration and shall be in lieu of any other action or proceeding of any nature whatsoever; and, if necessary, any judgment upon the arbitrator's decision may be entered in any court of record having jurisdiction over the subject matter or over the party against whom the judgment is being enforced. The arbitrator shall issue a reasoned opinion to support his or her final award, and shall have no power to issue any ruling that either is not consistent with, or is contrary to, Delaware law. The arbitrator also shall have no power to award exemplary, special or punitive damages, and shall further have no power to award incidental or consequential damages or damages for lost profits. The reasonable attorneys' fees and costs of the prevailing party or parties (as determined by the arbitrator) shall be reimbursed by the other party or parties. For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Except as required by law, the parties agree to keep confidential the existence and details of any dispute subject to this provision, including the results of arbitration. The foregoing shall not be deemed to prohibit a party from disclosing relevant information to its legal, financial and other advisors in connection with any such dispute as long as such advisors agree to maintain the confidentiality thereof pursuant to this provision.

**15. CHOICE OF LAW:** Except where prohibited, each participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any reward shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will participant be permitted to obtain attorneys' fees or other legal costs; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Delaware law, without reference to Delaware choice of law rules, governs the Promotion and all aspects related thereto.

#### **PART C: TERMS APPLICABLE TO NON-US RESIDENTS**

The following terms apply only to those participants who are resident in one of the eligible countries outside of the United States and Canada listed in Section 3:

#### **16. LIABILITY:**

By participating in the Promotion you accept the characteristics and limitations of the media used, such as telephone networks or internet and its risk and effect of interruptions and more in general the risks that are inherent to communication through internet, such as limited data protection, malware and viruses. It is the responsibility of participants to take all foreseeable and reasonable measures to protect his or her computer or mobile device and its content. Participating in the Promotion is at the sole responsibility of the participant and, except as expressly stated in these Official Rules, Sponsors will not be liable for any problems or malfunctions related to the technical tools, computers, telephone lines, transmission systems, internet connections, which could prevent the participant from participating in the Promotion or accepting any Tokens in accordance with these Official Rules. The participant is solely responsible for the use and control of its own devices and email box.

The following provision will not apply to you if you are resident in Germany. If the Sponsors fail to comply with these Official Rules, the Sponsors are responsible for loss or damage you suffer that is a foreseeable result of the Sponsors' breach of these terms and conditions or its negligence, but are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Sponsors' breach or if they were contemplated by you and the Sponsors at the time that you entered the Promotion. Sponsors will not be responsible for damages which do not directly flow from a breach by the Sponsors of one of their obligations. Any further liability for damages is excluded; however, you may have rights under consumer protection laws that also apply. These Official Rules are not intended to limit, modify or restrict your rights under consumer protection laws in any way. The following provision will apply to you if you are resident in Germany. The Sponsors will have unlimited

liability in the case of intent or gross negligence as well as with the existence of a guarantee granted by the Sponsors themselves for damages incurred by participants in connection with the Promotion. In cases of slight negligence, the Sponsors also have unlimited liability in the event of loss of life, bodily injury or impairment of health. In the event of a slightly negligent breach of essential contractual obligations the Sponsors' liability is limited to the resultant property damage and financial loss in the amount of the foreseeable, typically occurring damage. An essential obligation is an obligation that must be satisfied in order to execute the organization of the Promotion properly and upon the compliance with which these terms and conditions regularly does and is entitled to rely on. Any further liability for damages is excluded.

**17. LAW AND JURISDICTION:** The Promotion and these Official Rules, and any dispute or claim arising out of or in connection with them, are governed by English law. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including the clause above, affects your rights as a consumer to rely on such mandatory provisions of local law.

Any dispute or claim arising out of or in connection with the Promotion or these Official Rules shall be subject to the non-exclusive jurisdiction of the courts of England. If you are a consumer resident in another country, you may also bring proceedings in your local courts.

## **OFFICIAL RULES: Overwatch League Perks Skins, Sprays, Icons and Name Cards Viewership Incentive promotion**

**OVERVIEW:** The Overwatch League Perks Skins, Sprays, Icons and Name Cards Viewership Incentive Promotion (the "Promotion") provides a reward of (i) up to 5 Overwatch League Gray Hero Skins; for watching a certain number of hours (as set forth in Section 4, below) of live matches, scheduled to take place between March 23, 2023 and October 31, 2023, and other select live content watched on the Platforms (as defined below); (ii) 1 Overwatch League tournament themed Spray for watching a certain number of hours (as set forth in Section 4,

below) of live matches on an eligible Platform during the Overwatch League Opening Weekend, scheduled to take place between April 27, 2023 and April 30, 2023. Additional details are set forth below.; (iii) Up to 4 Overwatch League Player Icons (Icons) for watching a certain number of hours (as set forth in Section 4, below) of live matches, scheduled to take place between June 16, 2023 and June 19, 2023; and (iv) up to 2 Overwatch League Name Cards for watching a certain number of hours (as set forth in Section 4, below) of live matches on an eligible Platform during Opening Weekend (April 27, 2023 and April 30, 2023) and Midseason Madness Global Tournament (June 16, 2023 and June 19, 2023).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A GIFT ITEM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A GIFT ITEM. YOU WILL NOT BE ELIGIBLE TO ENTER THIS PROMOTION UNLESS YOU ARE RESIDENT IN ONE OF THE COUNTRIES SPECIFIED IN SECTION 3.

BY PARTICIPATING, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND YOU SHOULD READ THESE OFFICIAL RULES CAREFULLY. THESE RULES ARE COMPRISED OF PART A (WHICH APPLIES TO ALL PARTICIPANTS), PART B (WHICH APPLIES ONLY TO US AND CANADA RESIDENT PARTICIPANTS) AND PART C (WHICH APPLIES TO ALL NON-US AND NON-CANADIAN RESIDENT PARTICIPANTS).

#### **PART A: TERMS APPLICABLE TO ALL PARTICIPANTS**

**1. CO-SPONSORS:** The co-sponsors (or promoters) of this Promotion are (collectively, “Sponsors”):

The Overwatch League, LLC, One Blizzard Way, Irvine, CA 92618  
Blizzard Entertainment, Inc., One Blizzard Way, Irvine, CA 92618

YouTube is not a sponsor of or affiliated with this Promotion.

**2. PROMOTION TERM AND DEADLINES:** The promotion periods for each Tournament are as follows (collectively, the “Promotion Periods”):

**Overwatch League Opening Weekend:** The **first** Promotion Period begins at the start of the Overwatch League Kickoff Clash live broadcast, scheduled to begin on or around April 27, 2023, and ends at the conclusion of the Overwatch League Pro-Am Finals live broadcast on or around April 9, 2023.

**Overwatch League Spring Stage:** The **second** Promotion Period begins at the start of the Overwatch League Spring Stage live broadcast, scheduled to begin on or around April 27, 2023, and ends at the conclusion of the Overwatch League Midseason Madness live broadcast on or around June 4, 2023.

**Overwatch League Midseason Madness Tournament:** The **third** Promotion Period begins at the start of the Overwatch League Midseason Madness live broadcast, scheduled to begin on or around June 16, 2023, and ends at the conclusion of the Overwatch League Midseason Madness Tournament live broadcast on or around June 19, 2023.

**Overwatch League Summer Stage:** The **final** Promotion Period begins at the start of the Overwatch League Summer Stage live broadcast, scheduled to begin on or around July 13, 2023, and ends at the conclusion of the Overwatch League Summer Stage live broadcast on or around September 17, 2023. Each Overwatch League Tournament match (each, a “Match”) during the Promotion Periods will constitute a separate and distinct promotional event under these Official Rules. For the avoidance of doubt, Sponsors may, in their discretion, include certain non-Overwatch League Matches in this Promotion.



**3. ELIGIBILITY:** The Promotion is open and offered to legal residents of most countries. Legal residents of Cuba, Iran, the Democratic People’s Republic of Korea, Sudan, Crimea, the so-called Donetsk People’s Republic, and so-called Luhansk People’s Republic, and Syria, and other countries where restricted or prohibited by law are not eligible for the Promotion. Legal residents of the People’s Republic of China (which for the purposes of these rules, excludes Hong Kong, Macau and Taiwan) are also not eligible for the Promotion. For Argentina, this promotion should be considered as temporary rules to grant benefits (the Gift Items) for duly registered players in accordance with these Official Rules.

Participants may only participate in the Promotion so long as their participation does not violate applicable local laws and/or the federal, state and local laws of the United States, including any such laws applicable to jurisdictions outside the United States. Participants are responsible for ensuring that their participation in the Promotion is compliant with all laws of the jurisdiction(s) in which they are a resident, and participants must take all steps necessary to ensure such compliance. Notwithstanding anything to the contrary contained herein, Sponsor shall have the right in its sole and absolute discretion to determine the eligibility of any and all participants. Participants acknowledge and agree that their eligibility status as determined by Sponsor may change at any time and such determination shall be final.

To be eligible to enter the Promotion you must also be 13 years of age or older at the time of entry. If you are a minor (as defined in your country of residence) then you must get permission from your parent or guardian to enter the Promotion. Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsors and their parents, affiliated companies and subsidiary companies, and their advertising, promotion, or production agencies, prize providers, web masters and web suppliers, vendors, suppliers and production/distribution partners and each of their respective officers, directors, employees, representatives and agents (collectively, with Sponsors, the “Promotion Entities”), and their dependents, immediate families (spouse and parent, child, sibling and their respective spouses, regardless of where they reside) and/or members of their households, whether or not related, are ineligible to participate in this Promotion.

By participating, participants agree to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to this Promotion unless disputed in accordance with Sections 15 or 17 (as applicable).

To be eligible to participate in this Promotion, you must have an account in good standing with Blizzard Entertainment (“Blizzard”) in compliance with all applicable terms and conditions. Blizzard accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Viewers of Matches on the following platforms (each, a “Platform”) will be eligible to participate in this Promotion (as detailed below) by following these steps:

**Overwatch League YouTube Channel Viewers:**

1. [Create](#) or [log in](#) to your YouTube account on personal computer (PC) or the YouTube mobile application.
2. Link your Blizzard account to your YouTube account.
3. View a live stream of a Match on the official Overwatch League YouTube channel on PC or the YouTube mobile app for the required period of time during the Promotion Periods.

The foregoing conditions of entry (as applicable depending on viewing platform) are the “Initial Conditions”. Note that viewers on any other platform will **not** be eligible to participate.

A. Overwatch League Gray Hero Skin – All viewers who satisfy the Initial Conditions and are viewing a live stream of a Match during one of the Promotion Periods will receive one (1) in-game hero skin (“Skin”) for six hours (6:00:00) of live viewership during each of the Promotion Periods ((3) total Skins); during Promotional Period 2 and 4 (i.e., Spring and Summer stage), all viewers who satisfy the initial conditions and are watching the live stream of

a Match will be awarded 1 in-game hero skin for 10 (10:00:00) ((2) total skins) of live viewership during the aforementioned period). Five (5) total skins are eligible to be earned.

B. Overwatch League Sprays - All viewers who satisfy the Initial Conditions and are viewing a live stream of a Tournament Match during the Opening Weekend will receive one (1) in-game spray ("Spray"), for two hours (2:00:00) of live viewership of the Opening Weekend Promotion Period, ("Spray"), (one (1) total Spray). Sprays are not eligible to be earned during any of the other Promotional Periods.

C. Overwatch League Name Card - All viewers who satisfy the Initial Conditions and are viewing a live stream of a Tournament Match during the Opening Weekend will receive one (1) in-game name card ("Name Card"), for four hours (4:00:00) of live viewership of the Opening Weekend Promotion Period, and receive one (1) in-game name card ("Name Card"), for eight hours (8:00:00) of live viewership of the Midseason Madness Tournament (two (2) total Name Cards). Name Cards are not eligible to be earned during any of the other Promotional Periods.

D. Overwatch League Player Icons – All viewers who satisfy the Initial Conditions and are viewing a live stream of a Tournament Match during the Midseason Madness Promotion Period will receive one (1) in-game icon ("Player Icon"), for two hours (2:00:00) of live viewership of the Midseason Madness Tournament, one (1) in-game icon for four hours (4:00:00) of live viewership, one (1) in-game icon for six hours (6:00:00) of live viewership and one (1) in-game icon for eight hours of live viewership (8:00:00) (four (4) total Icons). Icons are not eligible to be earned during any of the other Promotional Periods.

The details regarding Promotional items shall be posted to the Promotion website at [overwatchleague.com/viewership-rewards-guide](https://overwatchleague.com/viewership-rewards-guide). No drawing or other chance element is involved in the Promotion.

#### **Opt-Out:**

If a participant does not want to be automatically entered into the Promotion, they must take the following actions:

Overwatchleague.com, Overwatch League App Viewers: To opt-out of the Promotion, participants must log out of their Overwatch League or Blizzard account(s) (as applicable) prior to viewing an Overwatch League Kickoff Clash Match.

Overwatch League YouTube Channel Viewers: To opt-out of the Promotion, participants must either (i) log-out of their YouTube account; or (ii) unlink their YouTube account from their Blizzard account via the YouTube Settings.

**5. NOTIFICATION AND VERIFICATION OF GIFTS:** Within 48 hours of the conclusion of each applicable Promotion Period, and upon Sponsors' (or Sponsors' designee's) determination of eligible participants, the Spray and/or Skin will be credited to Blizzard accounts of persons who earned the Spray per Section 4A above, subject to compliance with these Official Rules. Xbox One®/ Xbox Series X|S®, Nintendo Switch and PlayStation®4 / PlayStation®5 system players must have their Xbox Live, Nintendo or PlayStation®Network account linked to their Blizzard account in order to redeem the Skins and Spray. Valid Overwatch game client license is required to redeem the Spray.. Provided you have an Overwatch game client connected to your Blizzard account (including linking your Xbox Live, Nintendo or PlayStation®Network account as detailed above) the Spray will appear in your Overwatch game client account without you needing to take further action. If you do not, then the Spray will be stored for you until you connect an Overwatch game client to your Blizzard account until the expiration date (as detailed in Section 6 below). Non-compliance with these Official Rules may result in disqualification and forfeiture of the reward.

#### **6. GIFT SPRAY, SKIN, ICON and NAME CARD:**

The Overwatch League Sprays, Skins, Icons and Name Cards (together, the “Gift Items”) are virtual items for use in the Overwatch game client. The Gift Items have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. The Gift Items will be added directly to the participants’ Blizzard accounts with no additional action required on the part of the participant (subject to Section 5 above). The use of the Gift Items are subject to all terms and conditions applicable to the Overwatch game license, including without limitation Blizzard’s End User License Agreement available [here](#). Gift Items which are awarded but not ‘redeemed’ into an Overwatch game client (including, without limitation, by linking an Xbox Live, Nintendo or PlayStation® Network account to your Blizzard account) by December 31, 2023 will expire and will not be replaced. Any Gift Items ‘redeemed’ into an Overwatch game client on one platform (e.g., PC, Xbox One®/ Xbox Series X|S®, Nintendo Switch and PlayStation®4 / PlayStation®5) will no longer be available to be ‘redeemed’ on an Overwatch game account on another platform. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with the award of the Gift Items.

**7. PUBLICITY:** Except where prohibited by applicable law, each participant agrees to participate in reasonable publicity as may be required by the Sponsors in respect of the Promotion. The Sponsors reserve the right to publish each participant’s name, photograph and country of residence on their participant’s list and websites.

**8. PRIVACY:** By participating to the Promotion, participants hereby acknowledge that The Overwatch League, LLC may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://overwatchleague.com/en-us/legal/privacy-policy> and that personal information is shared with Blizzard Entertainment, Inc. for the purposes of fulfilling this Promotion. Blizzard Entertainment, Inc. will only process the personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <http://us.blizzard.com/en-us/company/about/privacy.html> Participants confirm that they have acknowledged both privacy policies. Participants’ personal information may be transferred to the United States of America for the purpose of this Promotion. Participants have the right to access, ask for erasure, and correction of their personal information and can request such action as detailed in both privacy policies. Eligible participants who are residents of Taiwan should refer to Blizzard Entertainment’s Privacy Policy here: <http://tw.blizzard.com/zh-tw/company/about/privacy.html>. Eligible participants who are residents of South Korea should refer to Blizzard Entertainment’s Privacy Policy here: <https://www.blizzard.com/ko-kr/company/about/privacy.html>.

**9. SPONSORS’ RIGHTS:** Each of the Sponsors reserve the right at any time, in their absolute discretion, to:

- verify the eligibility of any participant (including their age and place of residence);
- disqualify any participant found to be abusing or tampering with the operation of the Promotion or entering using fraudulent means, or who the Sponsor believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to the applicable Sponsor’s or Blizzard’s social media channels and/or interactive features of its websites or other platforms that is, in the Sponsor’s opinion, inappropriate, offensive or upsetting to other participants, fans of the Sponsor or directly aimed at the Sponsor, or contrary to applicable law, and at one or more Sponsors, or contrary to applicable law, or Sponsors or Sponsors’ vendor or supplier’s terms of use or service (including community guidelines or other terms governing appropriate behavior) and to remove any such entry or comment.

The Sponsors reserve the right to extend, withdraw, alter or suspend the Promotion or these Official Rules at any time if circumstances beyond their control (which could not be reasonably foreseeable at the time of this Promotion and which could not be avoided by appropriate means) make this unavoidable.

**10. CONTACT:** If you have any questions regarding the Promotion, please contact Blizzard customer support [here](#).

## **PART B: TERMS APPLICABLE TO US RESIDENT PARTICIPANTS**

The following terms apply only to those participants who are residents of the United States and Canada:

**11. CONDITIONS OF PARTICIPATION:** Participants agree that the Promotion Entities and YouTube will have no liability whatsoever for, and shall be held harmless against any liability for any injuries, losses or damages of any kind to persons, including death, or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Gift Items, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the printing, offering or announcement of any Gift Items.

**12. LIMITATIONS ON LIABILITY:** Promotion Entities and YouTube are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, garbled, or stolen entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors or problems of any kind, whether typographical, printing, human, technical, mechanical, electronic, network or otherwise, including, without limitation, or any errors or problems which may occur in connection with the administration of the Promotion; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or website, as solely determined by the Sponsors, will be disqualified (and all associated entries will be void), and Sponsors reserve the right to terminate such participant's eligibility to participate in this or any other promotion offered by Sponsors. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Promotion Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from a Promotion-related website. Should any portion of the Promotion be, in Sponsors' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsors reserve the right at their sole discretion to suspend or terminate the Promotion. In the event of a dispute regarding entries received from multiple users having the same Blizzard account, the authorized subscriber of the Blizzard account at the time of entry will be deemed to be the participant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses that is associated with the Blizzard account.

**13. IN NO EVENT WILL THE PROMOTION ENTITIES AND/OR YOUTUBE BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF ANY WEBSITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITE ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PROMOTION SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**14. ARBITRATION:** Any dispute whatsoever relating to the Promotion which is not resolved within the thirty (30) day period commencing upon receipt of written notice by either party from the other party, shall be settled by binding and final arbitration before a single arbitrator. The demand for arbitration shall be made within a reasonable time after a claim, dispute, breach or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim, dispute or breach. The arbitration shall be

conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the “AAA Rules”). Arbitration shall be by a single arbitrator experienced in the matters at issue selected pursuant to the AAA Rules. The arbitration shall be held in such place in the metropolitan area of Los Angeles, California, as may be specified by the arbitrator (or such other place upon which the parties and the arbitrator may agree), and shall be conducted pursuant to the AAA Rules (regardless of any choice of law provision in this Agreement) to the extent not otherwise inconsistent with this Agreement. The parties shall not be entitled to discovery other than the exchange of relevant documents and one deposition not to exceed eight hours, except as otherwise allowed by the arbitrator or the AAA rules. However, the parties shall also be entitled to depose any expert that will be presented to testify at the arbitration hearing. The decision of the arbitrator shall be final and binding as to any matters submitted to arbitration and shall be in lieu of any other action or proceeding of any nature whatsoever; and, if necessary, any judgment upon the arbitrator’s decision may be entered in any court of record having jurisdiction over the subject matter or over the party against whom the judgment is being enforced. The arbitrator shall issue a reasoned opinion to support his or her final award, and shall have no power to issue any ruling that either is not consistent with, or is contrary to, Delaware law. The arbitrator also shall have no power to award exemplary, special or punitive damages, and shall further have no power to award incidental or consequential damages or damages for lost profits. The reasonable attorneys’ fees and costs of the prevailing party or parties (as determined by the arbitrator) shall be reimbursed by the other party or parties. For New Jersey residents, the limitations set forth above are inapplicable where attorneys’ fees, court costs, or other damages are mandated by statute. Except as required by law, the parties agree to keep confidential the existence and details of any dispute subject to this provision, including the results of arbitration. The foregoing shall not be deemed to prohibit a party from disclosing relevant information to its legal, financial and other advisors in connection with any such dispute as long as such advisors agree to maintain the confidentiality thereof pursuant to this provision.

**15. CHOICE OF LAW:** Except where prohibited, each participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any reward shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event will participant be permitted to obtain attorneys' fees or other legal costs; (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"); and (4) participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. Delaware law, without reference to Delaware choice of law rules, governs the Promotion and all aspects related thereto.

#### **PART C: TERMS APPLICABLE TO NON-US RESIDENTS**

The following terms apply only to those participants who are resident in one of the eligible countries outside of the United States listed in Section 3:

#### **16. LIABILITY:**

By participating in the Promotion you accept the characteristics and limitations of the media used, such as telephone networks or internet and its risk and effect of interruptions and more in general the risks that are inherent to communication through internet, such as limited data protection, malware and viruses. It is the responsibility of Participants to take all foreseeable and reasonable measures to protect his or her computer or mobile device and its content. Participating in the Promotion is at the sole responsibility of the participant and, except as expressly stated in these Official Rules, Sponsors will not be liable for any problems or malfunctions related to the technical tools, computers, telephone lines, transmission systems, internet connections, which could prevent the participant from participating in the Promotion or accepting any Gift Items in accordance with these Official Rules. The participant is solely responsible for the use and control of its own devices and email box.

The following provision will not apply to you if you are resident in Germany. If the Sponsors fail to comply with these Official Rules, the Sponsors are responsible for loss or damage you suffer that is a foreseeable result of the Sponsors’ breach of these terms and conditions or its negligence, but are not responsible for any loss or damage that is not

foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Sponsors' breach or if they were contemplated by you and the Sponsors at the time that you entered the Promotion. Sponsors will not be responsible for damages which do not directly flow from a breach by the Sponsors of one of their obligations. Any further liability for damages is excluded; however, you may have rights under consumer protection laws that also apply. These Official Rules are not intended to limit, modify or restrict your rights under consumer protection laws in any way. The following provision will apply to you if you are resident in Germany. The Sponsors will have unlimited liability in the case of intent or gross negligence as well as with the existence of a guarantee granted by the Sponsors themselves for damages incurred by Participants in connection with the Promotion. In cases of slight negligence, the Sponsors also have unlimited liability in the event of loss of life, bodily injury or impairment of health. In the event of a slightly negligent breach of essential contractual obligations the Sponsors' liability is limited to the resultant property damage and financial loss in the amount of the foreseeable, typically occurring damage. An essential obligation is an obligation that must be satisfied in order to execute the organization of the Promotion properly and upon the compliance with which these terms and conditions regularly does and is entitled to rely on. Any further liability for damages is excluded.

**17. LAW AND JURISDICTION:** The Promotion and these Official Rules, and any dispute or claim arising out of or in connection with them, are governed by English law. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including the clause above, affects your rights as a consumer to rely on such mandatory provisions of local law.

Any dispute or claim arising out of or in connection with the Promotion or these Official Rules shall be subject to the non-exclusive jurisdiction of the courts of England. If you are a consumer resident in another country, you may also bring proceedings in your local courts.

