

## **OFFICIAL RULES: OVERWATCHCONTENDERS VIEWERSHIP INCENTIVE PROMOTION**

**OVERVIEW:** The Overwatch Contenders Viewership Incentive Promotion (the “Promotion”) provides a reward of free Contenders Hero Skins for watching a certain number of hours of live Overwatch Contenders matches (as set forth herein), 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 WIN IN ANY DRAWING. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING IN ANY DRAWING. 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 ENTRANTS), PART B (WHICH APPLIES ONLY TO US AND CANADA RESIDENT ENTRANTS) AND PART C (WHICH APPLIES TO ALL NON-US AND NON-CANADIAN RESIDENT ENTRANTS).

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

**1. SPONSORS:** The sponsors (or promoters) of this Promotion are (collectively, “Sponsor”):

**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 Thursday, October 15, 2020 at and ends on or around December 31, 2021 (“Promotion Period”). Each month, as designated by Sponsor (each a “Monthly Period”), of the Promotional Period shall constitute a separate and distinct promotional event under these rules. Each Monthly Period starts on the first day of such month and ends on the last day of such month and no reference will be made to a previous Monthly Period. Further, each Overwatch Contenders official league regular season, playoff, and 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, Sponsor may, in their discretion, include certain non-Overwatch Contenders 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, 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 Skins) for duly registered players in accordance with these 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 Sponsor 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, entrants 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 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:

**Overwatchleague.com viewers:**

1. [Create](#) or [log in](#) to your Blizzard account on [www.overwatchleague.com/contenders](http://www.overwatchleague.com/contenders),
2. View a live stream of a Match for the required period of time during the Promotion Period.

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. **Contenders Hero Skins** - All viewers who satisfy the Initial Conditions and are viewing a live stream of a Match will receive 1 Hero Skin (as defined in Section 6) for seven (7) hours of viewership within a Monthly Period and a second Hero Skin (as defined in Section 6) for fifteen (15) hours of viewership within a Monthly Period. No drawing or other chance element is involved in the Promotion.

If an entrant does not want to be automatically entered into the Promotion, they must log out of their Overwatch League or Blizzard account(s) (as applicable) prior to viewing a Match.

**5. NOTIFICATION AND VERIFICATION OF GIFTS:** Within 48 hours of entrant accruing the required number of hours set forth in Section 4(A), and upon Sponsor’s (or Sponsor’s designee’s) determination of eligible participants, the following will occur: (a) Hero Skins will be credited to Blizzard accounts of persons who earned those Skins per Section 4A above, subject to compliance with these Official Rules. Xbox One® and PlayStation®4 system players must have their Xbox Live or PlayStation®Network account linked to their Blizzard account in order to redeem Skins. Valid Overwatch game license is required to redeem Skins in the Overwatch game. Provided you have an Overwatch game connected to your Blizzard account (including linking your Xbox Live or PlayStation®Network account as detailed above) the Skins will appear in your Blizzard Overwatch account without you needing to take further action. If you do not, then the Skins will be stored for you until you connect an Overwatch game 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 SKINS:**

Overwatch Contenders Hero Skins are virtual items in the Overwatch game (each, a “Skin”). Skins have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. Skins 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 Skins are subject to all terms and conditions applicable to the Overwatch game license, including without limitation Blizzard’s End User License Agreement available [here](#). Skins ‘redeemed’ into an Overwatch game on one platform (e.g., PC, Xbox® One or Playstation® 4) will no longer be available to be ‘redeemed’ on an Overwatch game account on another platform after 30 days. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with the award of Hero Skins.

**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, entrants hereby acknowledge that Blizzard Entertainment, Inc. may collect and use their 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>. Entrants confirm that they have acknowledged Blizzard's privacy policies. Entrants' personal information may be transferred to the United States of America for the purpose of this Promotion. Entrants 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. SPONSOR'S RIGHTS:** Sponsor reserves the right at any time, in its absolute discretion, to:

- verify the eligibility of any entrant (including their age and place of residence);
- disqualify any entrant 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 entrant 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 entrants, 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.

Sponsor 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:** Entrants 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 Skins, 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 Skin.

**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 entrant'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 entrant 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 entrant 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 entrant 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) entrant 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 Entrants 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 entrant and, except as expressly stated in these Official Rules, Sponsor 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 entrant from participating in the Promotion or accepting any Skins in accordance with these Official Rules. The entrant 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 Sponsor fail to comply with these Official Rules, Sponsor is responsible for loss or damage you suffer that is a foreseeable result of the Sponsor's breach of these terms and conditions or its negligence, but is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Sponsor's breach or if they were contemplated by you and Sponsor at the time that you entered the Promotion. Sponsor will not be responsible for damages which do not directly flow from a breach by Sponsor of one of its 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 Sponsor will have unlimited liability in the case of intent or gross negligence as well as with the existence of a guarantee granted by Sponsor itself for damages incurred by Entrants in connection with the Promotion. In cases of slight negligence, Sponsor also has 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 Sponsor's 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.