

Overwatch League May Melee Pick 'Em Game Official Rules.
NO PURCHASE NECESSARY TO ENTER OR WIN.
PURCHASING WILL NOT INCREASE YOUR CHANCES OF WINNING.
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Sponsor: The Overwatch League May Melee Pick 'Em Game (the "Game") is sponsored by The The Overwatch League, LLC, One Blizzard Way, Irvine, CA 92618, USA (the "Sponsor").

Description: The Game is devised as a non-gambling promotion and is intended solely for entertainment purposes. The Game is based on the results of the 2021 Overwatch League May Melee Regional Tournament. The May Melee Regional Tournament consists of forty (40) matches (each, a "Match") and the May Melee Knockout Sunday and Global Tournament consists of twelve (12) Matches. "Entrants" (as defined below) will be awarded points by correctly predicting the teams that will win each Match as well as the loser score of each Match. Prizes will be awarded to the top Entrants who has accumulated the most points during the Game as defined below in the Prizes Section of these Official Rules. Each Entrant may submit one (1) entry throughout the Game. If an Entrant exceeds the entry limitations; the Entrant will be disqualified and no prizes will be awarded to such Entrant (if applicable).

Eligibility: Game is only open to legal residents of the fifty (50) United States, the District of Columbia, Canada (excluding Quebec), United Kingdom, France, Germany and Spain who are at least eighteen (18) years of age or older (or at least the age of majority in their jurisdiction of residence, whichever is older) as of date of entry (each, an "Entrant"). Employees, agents, officers and directors of the Sponsor (including Overwatch League players and teams), teamDigital Promotions, Inc. ("teamDigital" and/or "Administrator"), and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies (hereafter collectively, "Released Parties"), other agencies, firms or companies associated with the promotion (including any suppliers) and each such individual's immediate family members including both natural and non-natural relations in the opinion of the Sponsor, (i.e., mother, father, sister, brother, child, husband, wife and their respective spouses (includeing de facto spouses), regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void in Quebec, outside of the fifty (50) United States, the District of Columbia, Canada (excluding Quebec), United Kingdom, France, Germany, Spain and where prohibited by law. All applicable federal, state and local laws apply. By submitting an entry, participating and ticking the relevant box(es), entrants agree be bound by to these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to this Game.

To be eligible to participate in this Promotion, you must have an account in good standing with Blizzard Entertainment, Inc., in compliance with all applicable terms and conditions. Blizzard's Battle.net accounts are free of charge and can be obtained at <https://us.battle.net/account/creation>.

Game Period: The Game is scheduled to start no later than 11:00:00 AM PT on April 9, 2021 and is scheduled to end at the end of the May Melee Regional Tournament currently scheduled to take place on May 8, 2021 ("Game Period"). Entrants shall be solely responsible for ascertaining the relevant times in their applicable time zones.

All dates are subject to change. See "To Participate" section below for additional details.

To Participate: (1) To register to participate, during the Game Period visit <https://pickem.overwatchleague.com> ("Website") and click on the banners, buttons and/or links to access the Game registration page. If you already have a Blizzard Battle.net account, you must login to link to the Game Play page using your Blizzard Battle.net account user name and password to participate in the Game. If you do not have an Blizzard Battle.net account, you must register before participating in this Game. Blizzard Battle.net accounts are free and can be obtained at <https://us.battle.net/account/creation/>. To register, complete and submit the Activision account registration form according to the instructions provided. As part of the registration process, you may be asked if you wish to receive promotional emails from Sponsor. Consenting to receive promotional emails is optional and is not required for sign up or participation in this Game, and will not impact your chances of winning. Upon completion of the registration process, you may link to the Game Play page using your newly designated user name and password to participate in the Game. Entrants are responsible for ensuring that all contact information is up-to-date and accurate. **Limit one (1) Game User Registration form submission per person and per email address for the duration of the Game Period. Additional registration forms received from any such person or email address after the first registration form received from that person or email address will be void.** The use of script, macro or any other device to automate or subvert the registration process is prohibited and all such registrations will be void. Registration form submissions will be accepted throughout the Game Period, in accordance with the terms of these Official Rules.

(2) Each Game match-up will be posted to the website after all participating teams have been confirmed. Your goal is to select the teams that you think will win each Match through the Game, as well as the final scores for the winning and losing team of each Match.

(3) Click on the "Save" button prior to the expiration of the Game Period for each Match to submit your Match Predictions. Predictions for each Match can be submitted/modified in accordance with the posted deadlines. Entrant's last predictions that are received prior to the expiration of the Game Period will be used to tabulate his/her bracket score. No points will be granted for Matches in respect of which a Match/Bracket result is not submitted prior to the expiration of the Game Period.

Scoring: For each Match, entrants will earn points based on the prediction of winning team and the final scores for the losing team. For each correct winner prediction, the entrant will receive 2 points (for a maximum of ninety-two (92) points through the duration of the Game). For each correct loser score prediction, the entrant will receive 1 point (for a maximum of forty-six (46) points through the duration of the Game). During the Knockout Sunday event, entrants will receive two (2) points for correctly predicting up to four (4) teams that will advance to the global tournament (for a maximum of eight (8) additional points. If, at any time during the Game, any Match has a double points border (visible on the entrant's prediction page), any entrant who makes a correct prediction will receive double the points they would otherwise normally receive.

Tie-Breaker (if applicable): In the event of a tie for any prize, the designated prize will be awarded to the tied Entrant who locked in their prediction for the final Match first based on time and date stamp as determined by the Sponsors and subject to their compliance with these Official Rules. If a tie still exists after the above tie-breakers have been completed, each applicable tied entrant will be asked to

answer via phone, without assistance of any kind, an Overwatch League themed question selected by Sponsor with a time limit of five (5) seconds. The one (1) Entrant that answers the question correctly in the shortest amount of time, will be declared the winner for that applicable prize. In the event multiple tied entrants answer the question correctly in the same amount of time, another question will be asked and this process will be repeated until only one of the entrants answers the posed question correctly in the shortest amount of time. Once a question has been answered incorrectly, the Entrant will not be able to answer again on that question. If all tied Entrants answer the question incorrectly, another question will be asked, and the above process will be repeated until only one of the Entrants answers the question posed correctly in the shortest amount of time. A question that is not answered in the permitted time period will be considered answered incorrectly.

Winner Selection/Notification: The highest scoring Entrant will receive the Grand Prize, the second highest scoring Entrant will receive the First Prize, and the eight (8) Entrants who receive the 3rd-10th highest scores will receive a Second Prize. All potential winners will be determined in accordance with the process above by the Sponsor's judges in Irvine, CA. The potential prize winner(s) will be notified on or about May 10, 2021 by email. Entrants are solely responsible for checking their email inboxes to see if they are a potential winner. Where allowed by applicable law, potential winner(s) winner will be required to execute and return a Declaration of Eligibility, Liability Release and (where legal) Publicity Release and any other documents required by Sponsors within two (2) days of date of receipt of documents (each such document being no more than a re-statement of one or more provisions of these Official Rules). If any prize or prize notification is returned as undeliverable, Administrator is unable to contact a potential winner or if a potential winner is not in compliance with these Official Rules, such potential winner will be disqualified and, time permitting may re-award the applicable prize to an alternate winner according to point score.

The tabulation of points and identification of potential winners will be conducted by judges whose decisions along with Sponsors' are final and binding with respect to these Official Rules and in all other matters relating to this Game. Prizes will be awarded to the person named on the applicable Game registration form regardless of whether that is the authorized account holder of the email address from which said registration form was submitted (subject to verification of eligibility and compliance with the terms of these Official Rules).

In the event that any Match is canceled, suspended (and not resumed) or preempted (and not resumed) for any reason during the Game, the prizes will be awarded based on points accumulated for those games that occur as scheduled.

Prizes: One (1) Grand Prize: One (1) Grand Prize: One (1) Mei Overwatch Premium Statue and \$500USD in the form of a check. Approximate Retail Value ("ARV"): \$690USD. **One (1) First Prize:** One (1) Mei Overwatch Premium Statue and \$100USD in the form of a check. ARV: \$290USD. **Eight (8) Second Prizes:** \$50USD in the form of a check. ARV: \$50USD. For applicable territories, and other than as required by law, costs and expenses associated with the acceptance and receipt of a prize including, without limitation, all federal, state and local taxes are each winner's sole responsibility. Total ARV of all prizes: \$1,380. Winners shall receive applicable prizes within thirty (30) days following notification and confirmation in accordance with the procedures set out above. Entrant's shall be

obliged to supply relevant details to Sponsor and/or Administrator to claim a prize. No prize shall be paid to anyone other than the Entrant.

Declaration of Personal Information Consent: Entrant hereby grants the right, if they win, to the Released Parties to use their name, photograph, statements, and address (city & state/province/territory), worldwide and on the Released Parties' websites and social media (Facebook, Twitter, Instagram, Tik Tok) and content-sharing platforms (YouTube, Dailymotion, etc.) accounts, for a duration of two (2) years as from the ending of the Game Period, without further compensation, in connection with the Game and for advertising and publicity purposes. Prize winners agree to Released Parties' use of their names and photograph, for advertising and publicity purposes, in the conditions described above, without additional compensation, unless prohibited by law.

Miscellaneous: By agreeing to the Official Rules, each Entrant accepts and agrees to accept and be bound by these Official Rules and by the decisions of the Sponsor, made in accordance with the Official Rules, which shall be final and binding in all respects. No transfer, assignment, or substitution of a prize (or portion thereof) is permitted.

The Released Parties and their parents, affiliated and subsidiary companies and advertising and promotion agencies are not responsible for lost, incomplete, inaccurate, garbled, late, delayed, undelivered or misdirected entries, registrations, predictions, submissions, downloads, installations, registrations, usernames, Game points, team/number of Match selections or revisions which do not result from the Released Parties breach of these Official Rules or legal obligations; theft, destruction or unauthorized access to, or alteration of, entries, registrations, predictions, submissions, team/number of game which do not result from the Released Parties breach of these Official Rules or legal obligations; failures or malfunctions of phones/mobile devices (including wireless phones/handsets or other wireless devices), phone lines or telephone systems; interrupted or unavailable network, server, cable, satellite, Internet Service Provider (ISP) or other connections as long as they do not result from the Released Parties breach of these Official Rules or legal obligations; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including, but not limited to, any damage to Entrant's or any other person's computer or mobile device related to or resulting from participation in this Game which does not result from the Released Parties breach of these Official Rules or legal obligations; errors or ambiguity in these Official Rules, in any Game-related advertisements or other materials; the selection or announcement of potential winners or the distribution of prizes; the cancellation, suspension or preemption of any Match, scoring tabulation or timing errors or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing or otherwise (the following language is not applicable to residents of the United Kingdom and France: including without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of a prize, for any injury or damage to Entrant's or any other person's computer or other device relating to or resulting from participation in this Game, or for printing, typographical, human or other errors appearing in these Official Rules or other Game-related materials). Entrants are responsible for any charges of online service providers or wireless carriers. Sponsor reserves the right to void any entries of entrants and disqualify such Entrants whom Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Game and/or is in violation of these Official Rules.

By entering, each Entrant agrees that the Released Parties and their parents, affiliated and subsidiary companies and advertising and promotion agencies shall have no liability and will be held harmless by Entrant for any claim, action, liability, loss, injury or damage (1) to Entrant or any other person or entity, including, without limitation, personal injury or death to Entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize and any travel or travel-related activity thereto or participation in this Game, and (2) any and all taxes and other fees applicable to the prizes received by the prize winners. The Released Parties reserve the right to halt or modify the Game at any time during the Game Period exclusively if force majeure events compromise the Game's fairness or integrity. **Caution: any attempt by an Entrant to deliberately damage any web site or undermine the legitimate operation of the Game is a violation of criminal and civil laws and should such an attempt be made, Released Parties reserve the right to seek any and all remedies available from any such Entrant to the fullest extent permitted by law.**

This is a Game designed to increase consumer awareness of and interest in the Released Parties' service.

This Game may not be used for any form of gambling. Any entry or transaction that is incomplete, late, or does not include a validly issued Overwatch account or username will be disqualified. In the event that the Game is challenged by any legal or regulatory authority, Released Parties reserve the right to discontinue or modify the Game, or to disqualify Entrants residing in the affected geographic areas. In such event, the Sponsors shall have no liability to any Entrants who are disqualified due to such an action. In the event of any ambiguity(s) or error(s) in these Official Rules, the Released Parties reserve the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the Official Rules of the Game.

Limitation of Liability and Disclaimer of Warranties (not applicable to German residents): Unless they have breached their obligations under these Official Rules or legal obligations, other than under your applicable statutory rights and except as required by local laws, in no event will the Released Parties and/or their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies or their respective officers, directors, employees, representatives and agents, be responsible or liable for any damages or losses of any kind, including, but not limited to, direct, indirect, incidental (not applicable in France), consequential (not applicable in France) or punitive damages (not applicable in France) arising out of Entrant's ability to access to and use of the service and/or the Game, downloading from and/or printing material downloaded from the service and any website associated with this Game. In no event shall the released parties' total liability to you for all damages, losses, or causes of action exceed \$100. *For French entrants: The Released Parties shall only be liable for direct damages that result from breach of its legal obligations or of its obligations under these Official Rules.* The Released Parties shall not be liable in case of breach resulting from a force majeure event. *The following is not applicable to residents of France:* without limiting the foregoing, everything on the Game and the service including the prizes is provided "as is" without warranty of any kind, either express or implied, other than under your applicable statutory rights, including but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the 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.

For French Entrants Only: Regardless of any other provision in these Official Rules, nothing in the latter excludes or limits the Released Parties's warranties and liability: (i) for death or personal injury caused by the Released Parties and (ii) in case of Released Parties breach of their legal or contractual obligations.

For UK Entrants Only: Notwithstanding anything elsewhere in these Official Rules, no person's or entity's liability for death or personal injury caused by its negligence shall be limited in any way, and nor shall their liability for fraud or for any other matter where liability may not as a matter of law be limited or excluded. Where these Official Rules provide for discretion exercisable by the Released Parties that could otherwise be capable of causing a significant imbalance in the parties' rights and obligation hereunder, to the detriment of a consumer and contrary to the requirement of good faith, shall be exercised reasonably and in good faith.

For German Entrants Only:

- (i) Sponsor and Released Parties shall be fully liable for intent and gross negligence as well as for damages caused by injury to life, body or health.
- (ii) In an event of slight negligence, Sponsor and Released Parties shall be liable only for breaches of a material contractual obligation (cardinal duty). A "cardinal duty" in the meaning of this provision is an obligation whose fulfillment makes the implementation of this contract possible in the first place and on the fulfillment of which the contractual partner may therefore generally rely.
- (iii) Liability in accordance with the above Clause (ii) shall be limited to the typical, foreseeable damages.
- (iv) The limitation of liability shall apply mutatis mutandis to the benefit of the employees, agents and vicarious agents of Sponsor and Released Parties.
- (v) Any potential liability on the part of Sponsor or Released Parties for any warranties and for claims based on the German Product Liability Act shall not be affected.

Binding Arbitration (only applicable in the US): Except where prohibited by applicable law, the parties, including all Entrants, waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Game. Any controversy or claim arising out of or relating to these Official Rules and/or the Game shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of California, in the City of Irvine, County of Orange.

For German Residents Only: Any recourse to the courts of law is excluded.

Jurisdiction: French Entrants submit to the jurisdiction of the competent courts in France and all legal proceedings arising out of or relating to the Game.

Governing Law and Jurisdiction (Does not apply to residents of Germany): To the fullest extent permitted by applicable law, these Official Rules and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of California (for U.S. residents) or France (for residents of France) without regard to its conflicts of laws rules. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Game, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the California state and federal courts located in the City of Irvine, County of Orange, and State of California, USA (for U.S. residents only). The parties agree not to raise the defense of forum non conveniens. In the case of Entrants which are resident in the United Kingdom, the provisions of this clause as set out above shall not apply.

Privacy: By participating in this Game, Entrants hereby acknowledge that Sponsor 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> in order to organise, run and monitor the Game as well as for carrying out publicity activities on it. Entrants confirm that they have acknowledged the The Overwatch League Privacy Policy. Entrants' personal information may be transferred to the United States of America for the purpose of this Game, in adequation with The Overwatch League Privacy Policy. Entrants have the right to access, ask for erasure, and correction of their personal information and can request such action as detailed in The Overwatch League Privacy Policy.

Game Winner Information: For the name(s) of the winner(s) (where pertinent by law) (available after June 10, 2021), send an email to: mgarguilo@teamdigital.com. Sponsor shall retain a list of the winners, and reserves the right to publish the surname and country of the winners. You may object to publication of your details in writing to the email address listed above..

Administrator: teamDigital Promotions, Inc., 6 Berkshire Blvd, Bethel, CT 06801
USA/www.teamdigital.com.

DECLARATION OF ELIGIBILITY & RELEASE

(WINNER)

I, _____, being duly sworn, depose and say that:
(Please Print Your Name)

In connection with my entry in the Overwatch League May Melee Pick 'Em Game and to satisfy the eligibility requirements, I hereby certify that I am a legal resident of the fifty (50) United States, the District of Columbia, Canada (excluding Quebec), United Kingdom, France, Germany or Spain, eighteen (18) years of age or older (or at least the age of majority in their jurisdiction of residence, whichever is older) as of the date of entry. I further certify that neither I nor any relative of mine (i.e., mother, father, sister, brother, child, husband, wife and their respective spouses (including de facto spouses)), regardless of where they reside) and those living in their same households, whether or not related is employed by The Overwatch League, LLC ("Sponsor"), (including Overwatch League players and teams), teamDigital Promotions, Inc. ("teamDigital" and/or "Administrator"), or any of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising or promotion agencies (hereafter collectively, "Released Parties") and hereby certify to the following data:

HOME ADDRESS _____
(Please Print) Postal Address Town/City State Country/Zip/Postal Code

DAY PHONE: () _____ EVENING PHONE: () _____

CELL PHONE: () _____ EMAIL ADDRESS _____
(optional) *(optional)*

DATE OF BIRTH: _____ OCCUPATION: _____

SOCIAL SECURITY NUMBER (if applicable): _____

EMPLOYER and ADDRESS: _____

I HEREBY AGREE:

- that Released Parties to use my name, photograph, statements, and address (city & state/province/territory), worldwide and on the Released Parties' websites and social media (Facebook, Twitter, Instagram, Tik Tok) and content-sharing platforms (YouTube, Dailymotion, etc..) accounts, for a duration of two (2) years as from the ending of the Game Period, without further compensation, in connection with the Game and for advertising and publicity purposes;
- that my entry may automatically be disqualified if this Declaration of Eligibility and Release is not received via fax by **(DATE)**.
- that all Federal, State and other taxes and charges (if any) on the prize I may win will be my sole responsibility;

- that Released Parties and their parents, affiliated and subsidiary companies and advertising and promotion agencies shall have no liability and will be held harmless for any claim, action, liability, loss, injury or damage (1) to myself or any other person or entity, including, without limitation, personal injury or death to myself or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize and any travel or travel-related activity thereto or participation in this Game;
- that I agree to be bound to the Official Rules of this Game.

Witnessed before me this:

_____ day of _____ 2021

(Witness Signature)

(Witness Print Name)

Your Signature

Please Return To:

teamDigital Promotions, Inc.

6 Berkshire Blvd

Bethel, CT 06801

Fax Number: (203) 403-9865

Attention: Megan Garguilo