

## 2018 DIABLO III FOR SWITCH CODE GIVEAWAY

- 1. Eligibility.** BLIZZARD ENTERTAINMENT, INC., A DELAWARE CORPORATION, (“BLIZZARD”) IS THE SPONSOR OF THE 2018 DIABLO III FOR SWITCH CODE GIVEAWAY (“CONTEST”). ELIGIBILITY FOR THIS CONTEST IS LIMITED TO RESIDENTS OF THE UNITED STATES, ARGENTINA, AUSTRIA, BELARUS, BELGIUM, BELIZE, BOLIVIA, BULGARIA, CHILE, CANADA, CROATIA, DENMARK, ECUADOR, EGYPT, EL SALVADOR, ESTONIA, FRANCE, FINLAND, GERMANY, GREECE, GUATEMALA, HONDURAS, HONG KONG, HUNGARY, ICELAND, IRELAND, ISRAEL, ITALY, JAMAICA, JAPAN, KAZAKHSTAN, LATVIA, LITHUANIA, LUXEMBOURG, MACAU, MEXICO, NICARAUGA, NORWAY, PERU, POLAND, PORTUGAL, PUERTO RICO, ROMANIA, RUSSIA, SERBIA, SLOVAKIA, SLOVENIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, STATE OF QATAR, SWEDEN, SWITZERLAND, TAIWAN, THE CZECH REPUBLIC, THE NETHERLANDS, THE PEOPLE’S REPUBLIC OF CHINA, THE UKRAINE, THE UNITED KINGDOM, TUNISIA, TURKEY, URUGUAY AND VENEZUELA: (I) WHICH ARE OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE, OR IF THEY ARE UNDER THE LEGAL AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE ON JULY 25, 2018, ARE ABLE TO SUBMIT A SIGNED, WRITTEN STATEMENT THAT A PARENT OR GUARDIAN HAS READ, UNDERSTOOD AND AGREES TO THESE CONTEST RULES WITH THEIR ENTRY, AND THAT SUCH AGREEMENT CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES ON BEHALF OF THE PARENT OR GUARDIAN AND THEMSELVES, AND THEY ARE (a) OVER 13 YEARS OF AGE AND A RESIDENT OF THE UNITED STATES OF AMERICA, OR A MEMBER COUNTRY OF THE EUROPEAN UNION (OTHER THAN SPAIN, AND/OR THE UNITED KINGDOM); (b) OVER 14 YEARS OF AGE AND A RESIDENT OF SPAIN, THE UNITED KINGDOM, OR RUSSIA, OR (c) OVER 15 YEARS OF AGE AND A RESIDENT OF THE REPUBLIC OF KOREA, (II) WHO ARE NOT RESIDENTS OF THE STATES OF NORTH DAKOTA, VERMONT, CONNECTICUT, OR MARYLAND IN THE UNITED STATES, THE PROVINCE OF QUEBEC, CANADA, OR RESIDENTS OF THE AUSTRALIAN STATES OF VICTORIA, QUEENSLAND OR THE AUSTRALIAN CAPITAL TERRITORY, AND (III) HAVE A VALID FACEBOOK, TWITTER, AND BATTLE.NET ACCOUNT IN GOOD STANDING (“ENTRANTS”). IF YOU ARE NOT A RESIDENT OF THESE AREAS AND/OR OTHERWISE DO NOT MEET THE ABOVE ELIGIBILITY REQUIREMENTS, YOU ARE NOT ELIGIBLE TO WIN A PRIZE. To be eligible to win a prize, entries must be completed and received by Sponsor in the format designated below. Directors, officers and employees of Sponsor, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. There is no cost to enter or win. Offer void where prohibited. In the event of any dispute, entries will be deemed to have been submitted by the owner of the e-mail address from which the e-mail was sent.
- 2. Disclaimer.** Sponsor, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Sponsor; or (d) any printing or typographical errors in any materials associated with the Contest.
- 3. Contest Period.** The Contest shall commence at 9:00 a.m., Pacific Daylight Time (PDT) on October 23, 2018 (the “Start Date”) and shall continue in duration until 11:59 PM PDT November 1, 2018 (the “Deadline”). All entries must be received by the Deadline to be eligible to win a prize.
- 4. How to Enter.** On October 23, 2018 at 9:00 a.m., Sponsor shall publish a post on the official Diablo Facebook account, located at [www.facebook.com/Diablo/](http://www.facebook.com/Diablo/), and the official Diablo Twitter, located at [twitter.com/Diablo](https://twitter.com/Diablo), that references this Contest and contains a link to these Official Rules. To enter the Contest, an entrant can:

- A. Retweet the post on the Diablo Twitter account for one (1) entry; and/or
- B. Post a comment on the Diablo Facebook post replying to a statement/question contained in the Facebook post for one (1) entry.

Multiple re-tweets or comments will not provide entrants with additional entries. For purposes of clarity, entrants can only receive a total of two (2) entries into the Contest.

5. **Determination of Winners and Prizing.** After the Deadline, Sponsor shall randomly select up to ten (10) entries to be winners of the Contest. Each winner shall receive a digital copy of Diablo III for Nintendo Switch™ (ARV = \$59.99 each). ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. All prizes will be awarded. Prize Winners must execute an affidavit of eligibility and furnish the necessary tax documentation before they can receive their Prize. Prizes returned as undeliverable or otherwise not claimed within twenty-one (21) days after delivery of notification will be forfeited and awarded to an alternate winner. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value for any prize. Limit one prize per household or address. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).
6. **Sponsor Use of Entries.** You hereby agree that in consideration of your being allowed the chance to enter the Contest, Sponsor shall have the perpetual, non-exclusive, worldwide, royalty-free license and right, but not obligation, to utilize your submitted joke, Instagram handle, name, character, likeness, and a biography of you as detailed herein. Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit your submitted joke, Instagram handle, name, character, likeness, and a biography of you in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. You agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to effect, perfect or confirm Sponsor's rights as set forth above in this Section 6.
7. **Collection of Information.** By entering the Contest, you consent to Sponsor's use of your information to inform you of open positions with Sponsor, and to associate your name with your submission in promotional materials for the Contest in the event that you are chosen to be a winner. As stated above, the Contest is not open to anyone under the age of majority in your country of citizenship. In the event that Sponsor becomes aware that you are under the age of majority in your country of citizenship Sponsor will delete, erase or destroy any and all personally identifiable information that is obtained from the Contest. In the event that you are a citizen of the European Union and/or any of the other countries whose citizens are eligible for this Contest, and pursuant to applicable law pertaining to data collection and processing, you are informed that the data collector is Blizzard Entertainment, Inc., and the data collected will be transferred to the United States of America. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to "2018 Diablo III for Switch Code Giveaway – Personal Data," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612." You may also withdraw your personal data upon request, however you will be disqualified as an entrant in the Contest if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in Section 5 herein.
8. **General Release.** By entering the Contest, you release Sponsor, participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, mis-delivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and

damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

- 9. Affidavit & Release.** In Sponsor's sole discretion, as a condition of being awarded any prize, winners will be required to execute and deliver to Sponsor a signed Affidavit of Eligibility, which includes an acceptance of these Official Rules and a release of liability.
- 10. Winners List; Rules Request.** For a copy of the winners list, send a stamped, self-addressed, business-size envelope after November 1, 2018 and before May 1, 2019 to Sponsor at the following address: "2018 Diablo III for Switch Code Giveaway" -Winners List, c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612." To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the following address: "2018 Diablo III for Switch Code Giveaway," c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. Residents of WA and VT may omit return postage.
- 11. Copyright Notice.** The Contest and all accompanying materials are copyright © 2018 Blizzard Entertainment, Inc. All rights reserved.
- 12. Miscellaneous.** The Contest and these Official Rules will be governed, construed and interpreted under the laws of the United States. Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Contest or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these Official Rules, tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Sponsor, the Contest or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Contest. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. If you have any questions about these Official Rules or the Contest, please send written questions to Blizzard Entertainment, "2018 Diablo III for Switch Code Giveaway", c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612.
- 13. Contest Sponsor.** The sponsor of the Contest is Blizzard Entertainment, Inc.