2017 HACK THE NEXUS CONTEST RULES

- 1. Eligibility. BLIZZARD ENTERTAINMENT, INC., A DELAWARE CORPORATION, ("BLIZZARD") IS THE SPONSOR OF THE 2017 HACK THE NEXUS CONTEST ("CONTEST"). ELIGIBILITY FOR THIS CONTEST IS LIMITED TO RESIDENTS OF THE UNITED STATES, ARGENTINA, AUSTRALIA, AUSTRIA, BELARUS, BELGIUM, BELIZE, BOLIVIA, BULGARIA, CHILE, CANADA, COLOMBIA, COSTA RICA, CROATIA, DENMARK, ECUADOR, EL SALVADOR, ESTONIA, FRANCE, FINLAND, GERMANY, GREECE, GUATEMALA, HONDURAS, HONG KONG, HUNGARY, ICELAND, IRELAND, ISRAEL, ITALY, JAMAICA, JAPAN, LATVIA, LITHUANIA, LUXEMBOURG, MACAU, MALAYSIA, MEXICO, NEW ZEALAND, NICARAUGA, NORWAY, PARAGUAY, PERU, POLAND, PORTUGAL, PUERTO RICO, ROMANIA, RUSSIA, SERBIA, SINGAPORE, SLOVAKIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, SWEDEN, SWITZERLAND, TAIWAN, THAILAND, THE CZECH REPUBLIC, THE NETHERLANDS, THE PEOPLE'S REPUBLIC OF CHINA, THE UKRAINE, THE UNITED KINGDOM, TURKEY, URUGUAY AND VENEZUELA WHO ARE: (I) OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE, AND (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, OUEENSLAND OR THE AUSTRALIAN CAPITAL TERRITORY ("ENTRANTS"). IF YOU ARE NOT A RESIDENT OF THESE AREAS AND/OR OTHERWISE DO NOT MEET THE ABOVE ELIGIBILTY 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. <u>Disclaimer.</u> 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. <u>Contest Period</u>. The Contest shall commence on 9:00 a.m., Pacific Daylight Time (PDT) on November 5, 2017 (the "Start Date"), and shall continue in duration until 5:00 p.m. PDT November 5, 2017 (the "Deadline").
- 4. <u>How to Enter</u>. Only teams of three (3) to four (4) eligible Entrants ("Team(s)") may participate in the Contest. Entrants may enter the Contest by:
 - a. Registering with a Team at hackthenexus.com during open registration. Open registration is limited to the first 175 eligible participants; or
 - b. Receiving an invitation from Blizzard to participate in the Contest, then registering with a Team at hackthenexus.com during open registration.
- 5. <u>Contest Rules</u>. Teams shall arrive at the Esports Arena located at 120 W. 5th Street, Santa Ana, CA 92701 no later than 8:30 a.m. PDT on November 5, 2017 to check in at registration. All Teams must bring a working laptop with them to the Contest. All Teams shall be ready to compete by 9:00 a.m.
 - a. <u>Challenges</u>: Between 9:00 a.m. and 5:00 p.m. on November 5, 2017, Sponsor shall make at least thirty (30) unique challenges ("Challenge(s)") available to the Teams, including five (5) Legendary Challenges. Each Challenge will be labeled with a difficulty level and a points value; if a team solves a particular Challenge,

it will earn the corresponding number of points. Points will be awarded based on the following specifications:

Difficulty Level	Uncommon (easy)	Rare (medium)	Epic (hard)	Legendary (very hard)
Number of Points Awarded if Solved	10	100	500	500

Hints may be available for certain Challenges. If a hint is available, it may be obtained for ten percent (10%) of the total points value for that Challenge. The winner of the Contest will be the Team with the most points accumulated by the Deadline. Second place will be awarded to the Team to reach the second highest total amount of points by the Deadline. Third place will be awarded to the Team to reach the third highest total amount of points by the Deadline. In the event of a tie, the Prize shall be awarded to the Team which earned those points the quickest.

While Teams may use all available resources to solve a Challenge, a Team will be disqualified if it creates a code or uses other means to modify its scoreboard such that it does not accurately reflect the number of points actually earned by that Team during the Contest. In other words, a Team may not hack its scoreboard to increase its score; a Team may only earn points by completing a Challenge.

b. <u>Legendary Challenges</u>: Additionally, there will be up to five (5) Legendary challenges. The first Team to solve each Legendary Challenge shall win One Thousand Dollars (\$1,000.00 USD) (the "Legendary Prize") in addition to earning five hundred (500) points. Only one Legendary Prize per Legendary Challenge shall be awarded.

6. Prizes.

- a. Contest Prizes.
 - 1. **First Place Winner.** The first-place Team shall receive One Thousand Five Hundred Dollars (\$1,500.00 USD);
 - 2. **Second Place Winner.** The second-place Team shall receive One Thousand Dollars (\$1,000.00 USD); and
 - 3. **Third Place Winner.** The third-place Team shall receive Five Hundred Dollars (\$500.00 USD).
- b. <u>Legendary Challenge Winners</u>. A total of five (5) Legendary Prizes (as defined above) shall be awarded during the Contest. A Team may win more than one (1) Legendary Prize.

All Prizes will be distributed evenly between members of the winning Team. A Winner shall not receive their check unless and until Sponsor receives that winner's IRS Form W-9 or W-8 BEN. 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 before they can receive their Prize(s). Prizes returned as undeliverable or otherwise not claimed within fifteen (15) 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. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

7. **Sponsor Use of Contest Material**. You hereby agree that in consideration of your being allowed the chance to participate in the Contest, you hereby grant Blizzard Entertainment, Inc., a perpetual, non-exclusive, worldwide license and right to utilize the materials that you submit to Sponsor in connection with the Contest, including but

not limited to the manner and process by which you solve a Challenge, coding, ideas, subroutines, and programming (collectively, "Contest Materials"). Without limiting the generality of the foregoing, you acknowledge that Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially exploit the Contest Materials 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 paragraph 7.

- 8. Collection of Information. The Registration Materials require you to enter your name, e-mail address, and state of residence. By entering the Contest, you consent to Sponsor's use of this information to inform you of open positions with Blizzard, 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 Registration Materials. In the event that you are a citizen of France and/or any of the other countries whose citizens are eligible for this Contest, and pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Blizzard Entertainment, Inc., and the data collected will be transferred to the United States of America. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to "2017 Hack the Nexus Contest 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.
- 9. 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, misdelivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
- 10. <u>Affidavit & Release</u>. 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.
- 11. Winners List; Rules Request. For a copy of the winners list, send a stamped, self-addressed, business-size envelope after November 30, 2017 and before May 30, 2018 to Sponsor at the following address: "2017 Hack the Nexus Contest 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: "2017 Hack the Nexus Contest" -Rules Request, c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612. Residents of WA and VT may omit return postage.
- 12. <u>Copyright Notice</u>. The Contest and all accompanying materials are copyright © 2017 Blizzard Entertainment, Inc. All rights reserved.
- 13. <u>Miscellaneous</u>. 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 e-mail them to CTF@Blizzard.com, or send written questions to "Hack the Nexus Contest", c/o Blizzard Entertainment, P.O. Box 18979, Irvine, CA 92612.

14. **Contest Sponsor**. The Sponsor of the Contest is Blizzard Entertainment, Inc.