



## OFFICIAL RULES

### Hearthstone 2021 Masters Tour Silvermoon YouTube Drops Viewership Incentive Promotion

**OVERVIEW:** The Hearthstone Masters Tour Silvermoon YouTube Drops Viewership Incentive Promotion (the “Promotion”) provides a reward of certain Hearthstone card packs for watching a certain number of hours (as set forth in Section 4, below) of live Hearthstone Masters Tour Silvermoon broadcasts on YouTube. Additional details are set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A REWARD. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A REWARD. 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, “Sponsor”):

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

Activision Blizzard International B.V., Stroombaan 16, 1181 VX Amstelveen, The Netherlands

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

**2. PROMOTION TERM AND DEADLINES:** The Promotion will take place during the following periods (collectively the “Promotional Period”):

- August 27, 2021 between approximately 9:00 AM – 9:00 PM PDT
- August 28, 2021 between approximately 9:00 AM – 9:00 PM PDT
- August 29, 2021 between approximately 9:00 AM – 9:00 PM PDT

Each daily Hearthstone Masters Tour Silvermoon live broadcast during the Promotion Period will be defined as a “Broadcast”.

**3. ELIGIBILITY:** The Promotion is open and offered to legal residents of most regions. Legal residents of Cuba, Iran, the Democratic People’s Republic of Korea, Sudan, Crimea, and Syria, and other regions 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 Rewards) for duly registered players in accordance with these 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, Sponsors 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 Sponsors 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 Sponsors, 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 a Battle.net account in good standing with Blizzard Entertainment in compliance with all applicable terms and conditions. Battle.net accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Broadcast viewers will be eligible to participate in this Promotion by following these steps:

1. [Create](#) or [log in](#) to your YouTube personal account.
2. Link your Battle.net account to your YouTube account.
3. View a live stream of a Broadcast on one of the following YouTube channels via either the YouTube website, YouTube mobile website, or YouTube mobile app during the Promotion Period:
  - <https://www.youtube.com/Hearthstone>
  - <https://www.youtube.com/HearthstoneEsports>
  - <https://www.youtube.com/channel/UCrR37g6dpxX4kUitZR8b4YA>
  - <https://www.youtube.com/user/hearthstonelatam>
  - <https://www.youtube.com/channel/UCiXMMud2GemSR8PhXhTHuyQ>
  - <https://www.youtube.com/HearthstoneKR>
  - <https://www.youtube.com/HearthStoneZHTW>

The foregoing conditions of entry are the “Initial Conditions”. Please note that viewers on the YouTube app on TVs or media devices, and viewers on any other platform or channels, will **not** be eligible to participate. Viewers with YouTube Brand Accounts are also **not** eligible to participate. No drawing or other chance element is involved in the

Promotion. Participants who satisfy the Initial Conditions during the following portions of the Promotional Period will receive the following rewards (the “Rewards”):

### **Promotional Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of live Broadcasts during the Promotional Period will earn one (1) digital Hearthstone: Year of the Phoenix card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of live Broadcasts during the Promotional Period will earn one (1) additional digital Hearthstone: Year of the Phoenix card pack. Limit two (2) Hearthstone: Year of the Phoenix card packs per person during the Promotional Period.

### **Opt-Out:**

If a participant does not want to be automatically entered into the Promotion, participants must either (i) log-out of their YouTube account; or (ii) unlink their YouTube account from their Battle.net Account via their YouTube account settings.

**5. NOTIFICATION AND VERIFICATION OF REWARDS:** Within 48 hours of the conclusion of each applicable Broadcast, and upon Sponsors’ (or Sponsors’ designee’s) determination of eligible participants, the applicable Rewards will be credited to the Battle.net account of persons who earned the Rewards per Section 4 above, subject to compliance with these Official Rules. A valid Hearthstone game license is required to redeem Rewards. Hearthstone game licenses are free of charge and can be obtained at <https://playhearthstone.com>. Provided you have a Hearthstone game license attached to your Battle.net account, the Rewards will appear in your Battle.net account without you needing to take further action. Non-compliance with these Official Rules may result in disqualification and forfeiture of the Rewards.

### **6. Hearthstone Card Pack Rewards:**

All Rewards are virtual items solely for use in the Hearthstone game. The Rewards have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. The Rewards will be added directly to the participants’ Battle.net accounts with no additional action required on the part of the participant (subject to Section 5 above). The use of the Rewards are subject to all terms and conditions applicable to the Hearthstone game license, including without limitation Blizzard’s End User License Agreement available [here](#). Rewards which are awarded but not ‘redeemed’ into a Battle.net account by December 31, 2021 will expire and will not be replaced. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with receipt of the Rewards.

**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 Sponsors may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.blizzard.com/legal>. Participants confirm that they have acknowledged the Privacy Policy applicable to their country of residence. 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 the Privacy Policy applicable to their country of residence.

**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 Sponsors believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to Sponsor'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 Sponsors, or directly aimed at the Sponsors, 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 Rewards, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the distribution, offering, or announcement of any Rewards.

**12. LIMITATIONS ON LIABILITY:** The 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 Battle.net account, the authorized subscriber of the Battle.net 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 Rewards 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

### Hearthstone Grandmasters 2021 Season 2 YouTube Drops Viewership Incentive Promotion

**OVERVIEW:** The Hearthstone Grandmasters 2021 Season 2 YouTube Drops Viewership Incentive Promotion (the “Promotion”) provides a reward of certain Hearthstone card packs for watching a certain number of hours (as set forth in Section 4, below) of live Hearthstone Grandmasters 2021 Season 2 broadcasts on YouTube. Additional details are set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A REWARD. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A REWARD. 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, “Sponsor”):

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

Activision Blizzard International B.V., Stroombaan 16, 1181 VX Amstelveen, The Netherlands

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

**2. PROMOTION TERM AND DEADLINES:** The Promotion will take place during the following periods only:

The “Opening Week Period” will take place during the following periods:

- August 13, 2021 between approximately 2:00 AM – 11:00 PM PDT
- August 14, 2021 between approximately 2:00 AM – 11:00 PM PDT
- August 15, 2021 between approximately 2:00 AM – 11:00 PM PDT

The “Regular Season Period” will take place during the following periods:

- August 20, 2021 between approximately 2:00 AM – 11:00 PM PDT
- August 21, 2021 between approximately 2:00 AM – 11:00 PM PDT
- August 22, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 3, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 4, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 5, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 10, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 11, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 12, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 17, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 18, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 19, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 24, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 25, 2021 between approximately 2:00 AM – 11:00 PM PDT
- September 26, 2021 between approximately 2:00 AM – 11:00 PM PDT
- October 1, 2021 between approximately 2:00 AM – 11:00 PM PDT
- October 2, 2021 between approximately 2:00 AM – 11:00 PM PDT
- October 3, 2021 between approximately 2:00 AM – 11:00 PM PDT

The “Playoffs Period” will take place during the following periods:

- October 8, 2021 between approximately 2:00 AM – 11:00 PM PDT
- October 9, 2021 between approximately 2:00 AM – 11:00 PM PDT
- October 10, 2021 between approximately 2:00 AM – 11:00 PM PDT

The Opening Week Period, Regular Season Period, and Playoffs Period will together be called the “Promotion Period”. Each Hearthstone Grandmasters 2021 Season 2 broadcast (each, a “Broadcast”) during the Promotion Period will constitute a separate and distinct promotional event under these Official Rules. For the avoidance of doubt, Sponsors may, in its discretion, include certain other Hearthstone esports broadcasts in this Promotion.

**3. ELIGIBILITY:** The Promotion is open and offered to legal residents of most regions. Legal residents of Cuba, Iran, the Democratic People’s Republic of Korea, Sudan, Crimea, and Syria, and other regions 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 Rewards) for duly registered players in accordance with these 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, Sponsors 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 Sponsors 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 Sponsors, 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 a Battle.net account in good standing with Blizzard Entertainment in compliance with all applicable terms and conditions. Battle.net accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Broadcast viewers will be eligible to participate in this Promotion by following these steps:

4. [Create](#) or [log in](#) to your YouTube personal account.
5. Link your Battle.net account to your YouTube account.
6. View a live stream of a Broadcast on one of the following YouTube channels via either the YouTube website, YouTube mobile website, or YouTube mobile app during the Promotion Period:

- <https://www.youtube.com/Hearthstone>
- <https://www.youtube.com/HearthstoneEsports>
- <https://www.youtube.com/channel/UCrR37g6dpxX4kUitZR8b4YA>
- <https://www.youtube.com/user/hearthstonelatam>
- <https://www.youtube.com/channel/UCiXMMud2GemSR8PhXhTHuyQ>
- <https://www.youtube.com/HearthstoneKR>
- <https://www.youtube.com/HearthStoneZHTW>

Please note that you cannot participate in the Promotion via the YouTube app on TV or on media devices, you will not be eligible for rewards. The foregoing conditions of entry are the “[Initial Conditions](#)”. Please note that viewers on the YouTube app on TVs or media devices, and viewers on any other platform or channels, will **not** be eligible to participate. Viewers with YouTube Brand Accounts are also **not** eligible to participate. No drawing or other chance element is involved in the Promotion. Participants who satisfy the Initial Conditions during the following portions of the Promotional Period will receive the following rewards (the “[Rewards](#)”).

#### **Opening Week Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of the Broadcasts during the Opening Week Period will earn one (1) digital Hearthstone: United in Stormwind card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of the Broadcasts during the Opening Week Period will earn one (1) additional digital Hearthstone: United in Stormwind card pack. Limit two (2) Hearthstone: United in Stormwind card packs per person during the Opening Week Period.

#### **Regular Season Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of the Broadcasts during the Regular Season Period will earn one (1) digital Hearthstone: Year of the Phoenix card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of the Broadcasts during the Opening Week Period will earn one (1) additional digital Hearthstone: Year of the Phoenix card pack. Limit two (2) Hearthstone: Year of the Phoenix card packs per person during the Regular Season Period.

#### **Playoff Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of the Broadcasts during the Playoffs Period will earn one (1) digital Hearthstone: United in Stormwind card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of the Broadcasts during the Playoffs Period will earn one (1) additional digital Hearthstone: United in Stormwind card pack. Limit two (2) Hearthstone: United in Stormwind card packs per person during the Playoffs Period.

**Opt-Out:**

If a participant does not want to be automatically entered into the Promotion, participants must either (i) log-out of their YouTube account; or (ii) unlink their YouTube account from their Battle.net Account via their YouTube account settings.

**5. NOTIFICATION AND VERIFICATION OF REWARDS:** Within 48 hours of the conclusion of each applicable Broadcast, and upon Sponsors' (or Sponsors' designee's) determination of eligible participants, the applicable Rewards will be credited to the Battle.net account of persons who earned the Rewards per Section 4 above, subject to compliance with these Official Rules. A valid Hearthstone game license is required to redeem Rewards. Hearthstone game licenses are free of charge and can be obtained at <https://playhearthstone.com>. Provided you have a Hearthstone game license attached to your Battle.net account, the Rewards will appear in your Battle.net account without you needing to take further action. Non-compliance with these Official Rules may result in disqualification and forfeiture of the Rewards.

**6. Hearthstone Card Pack Rewards:**

All Rewards are virtual items solely for use in the Hearthstone game. The Rewards have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. The Rewards will be added directly to the participants' Battle.net accounts with no additional action required on the part of the participant (subject to Section 5 above). The use of the Rewards are subject to all terms and conditions applicable to the Hearthstone game license, including without limitation Blizzard's End User License Agreement available [here](#). Rewards which are awarded but not 'redeemed' into a Battle.net account by December 31, 2021 will expire and will not be replaced. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with receipt of the Rewards.

**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 Sponsors may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.blizzard.com/legal>. Participants confirm that they have acknowledged the Privacy Policy applicable to their country of residence. 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 the Privacy Policy applicable to their country of residence.

**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 Sponsors believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to Sponsor'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 Sponsors, or directly aimed at the Sponsors, 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 Rewards, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the distribution, offering, or announcement of any Rewards.

**12. LIMITATIONS ON LIABILITY:** The 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 Battle.net account, the authorized subscriber of the Battle.net 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 Rewards 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

### Hearthstone 2021 Masters Tour Dalaran YouTube Drops Viewership Incentive Promotion

**OVERVIEW:** The Hearthstone Masters Tour Dalaran YouTube Drops Viewership Incentive Promotion (the “Promotion”) provides a reward of certain Hearthstone card packs for watching a certain number of hours (as set forth in Section 4, below) of live Hearthstone Masters Tour Dalaran broadcasts on YouTube. Additional details are set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A REWARD. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A REWARD. 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, “Sponsor”):

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

Activision Blizzard International B.V., Stroombaan 16, 1181 VX Amstelveen, The Netherlands

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

**2. PROMOTION TERM AND DEADLINES:** The Promotion will take place during the following periods (collectively the “Promotional Period”):

- June 18, 2021 between approximately 5:00 PM – 6:00 AM PDT
- June 19, 2021 between approximately 5:00 PM – 6:00 AM PDT
- June 20, 2021 between approximately 5:00 PM – 6:00 AM PDT

Each daily Hearthstone Masters Tour Dalaran live broadcast during the Promotion Period will be defined as a “Broadcast”.

**3. ELIGIBILITY:** The Promotion is open and offered to legal residents of most regions. Legal residents of Cuba, Iran, the Democratic People’s Republic of Korea, Sudan, Crimea, and Syria, and other regions 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 Rewards) for duly registered players in accordance with these 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, Sponsors 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 Sponsors 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 Sponsors, 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 a Battle.net account in good standing with Blizzard Entertainment in compliance with all applicable terms and conditions. Battle.net accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Broadcast viewers will be eligible to participate in this Promotion by following these steps:

7. [Create](#) or [log in](#) to your YouTube personal account.
8. Link your Battle.net account to your YouTube account.
9. View a live stream of a Broadcast on one of the following YouTube channels via either the YouTube website, YouTube mobile website, or YouTube mobile app during the Promotion Period:
  - <https://www.youtube.com/Hearthstone>
  - <https://www.youtube.com/HearthstoneEsports>
  - <https://www.youtube.com/channel/UCrR37g6dpxX4kUitZR8b4YA>
  - <https://www.youtube.com/user/hearthstonelatam>
  - <https://www.youtube.com/channel/UCiXMMud2GemSR8PhXhTHuyQ>
  - <https://www.youtube.com/HearthstoneKR>
  - <https://www.youtube.com/HearthStoneZHTW>

The foregoing conditions of entry are the “Initial Conditions”. Please note that viewers on the YouTube app on TVs or media devices, and viewers on any other platform or channels, will **not** be eligible to participate. Viewers with YouTube Brand Accounts are also **not** eligible to participate. No drawing or other chance element is involved in the

Promotion. Participants who satisfy the Initial Conditions during the following portions of the Promotional Period will receive the following rewards (the “Rewards”):

### **Promotional Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of live Broadcasts during the Promotional Period will earn one (1) digital Hearthstone: Year of the Phoenix card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of live Broadcasts during the Promotional Period will earn one (1) additional digital Hearthstone: Year of the Phoenix card pack. Limit two (2) Hearthstone: Year of the Phoenix card packs per person during the Promotional Period.

### **Opt-Out:**

If a participant does not want to be automatically entered into the Promotion, participants must either (i) log-out of their YouTube account; or (ii) unlink their YouTube account from their Battle.net Account via their YouTube account settings.

**5. NOTIFICATION AND VERIFICATION OF REWARDS:** Within 48 hours of the conclusion of each applicable Broadcast, and upon Sponsors’ (or Sponsors’ designee’s) determination of eligible participants, the applicable Rewards will be credited to the Battle.net account of persons who earned the Rewards per Section 4 above, subject to compliance with these Official Rules. A valid Hearthstone game license is required to redeem Rewards. Hearthstone game licenses are free of charge and can be obtained at <https://playhearthstone.com>. Provided you have a Hearthstone game license attached to your Battle.net account, the Rewards will appear in your Battle.net account without you needing to take further action. Non-compliance with these Official Rules may result in disqualification and forfeiture of the Rewards.

### **6. Hearthstone Card Pack Rewards:**

All Rewards are virtual items solely for use in the Hearthstone game. The Rewards have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. The Rewards will be added directly to the participants’ Battle.net accounts with no additional action required on the part of the participant (subject to Section 5 above). The use of the Rewards are subject to all terms and conditions applicable to the Hearthstone game license, including without limitation Blizzard’s End User License Agreement available [here](#). Rewards which are awarded but not ‘redeemed’ into a Battle.net account by December 31, 2021 will expire and will not be replaced. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with receipt of the Rewards.

**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 Sponsors may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.blizzard.com/legal>. Participants confirm that they have acknowledged the Privacy Policy applicable to their country of residence. 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 the Privacy Policy applicable to their country of residence.

**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 Sponsors believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to Sponsor'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 Sponsors, or directly aimed at the Sponsors, 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 Rewards, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the distribution, offering, or announcement of any Rewards.

**12. LIMITATIONS ON LIABILITY:** The 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 Battle.net account, the authorized subscriber of the Battle.net 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 Rewards 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

### Hearthstone 2021 Masters Tour Orgrimmar YouTube Drops Viewership Incentive Promotion

**OVERVIEW:** The Hearthstone Masters Tour Orgrimmar YouTube Drops Viewership Incentive Promotion (the “Promotion”) provides a reward of certain Hearthstone card packs for watching a certain number of hours (as set forth in Section 4, below) of live Hearthstone Masters Tour Orgrimmar broadcasts on YouTube. Additional details are set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A REWARD. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A REWARD. 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, “Sponsor”):

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

Activision Blizzard International B.V., Stroombaan 16, 1181 VX Amstelveen, The Netherlands

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

**2. PROMOTION TERM AND DEADLINES:** The Promotion will take place during the following periods (collectively the “Promotional Period”):

- April 30, 2021 between approximately 6:00 AM – 6:00 PM PDT
- May 1, 2021 between approximately 6:00 AM – 6:00 PM PDT
- May 2, 2021 between approximately 6:00 AM – 6:00 PM PDT

Each daily Hearthstone Masters Tour Orgrimmar live broadcast during the Promotion Period will be defined as a “Broadcast”.

**3. ELIGIBILITY:** The Promotion is open and offered to legal residents of most regions. Legal residents of Cuba, Iran, the Democratic People’s Republic of Korea, Sudan, Crimea, and Syria, and other regions 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 Rewards) for duly registered players in accordance with these 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, Sponsors 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 Sponsors 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 Sponsors, 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 a Battle.net account in good standing with Blizzard Entertainment in compliance with all applicable terms and conditions. Battle.net accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Broadcast viewers will be eligible to participate in this Promotion by following these steps:

10. [Create](#) or [log in](#) to your YouTube personal account.
11. Link your Battle.net account to your YouTube account.
12. View a live stream of a Broadcast on one of the following YouTube channels via either the YouTube website, YouTube mobile website, or YouTube mobile app during the Promotion Period:

- <https://www.youtube.com/Hearthstone>
- <https://www.youtube.com/HearthstoneEsports>
- <https://www.youtube.com/channel/UCrR37g6dpxX4kUitZR8b4YA>
- <https://www.youtube.com/user/hearthstonelatam>
- <https://www.youtube.com/channel/UCiXMMud2GemSR8PhXhTHuyQ>
- <https://www.youtube.com/HearthstoneKR>
- <https://www.youtube.com/HearthStoneZHTW>

The foregoing conditions of entry are the “Initial Conditions”. Please note that viewers on the YouTube app on TVs or media devices, and viewers on any other platform or channels, will **not** be eligible to participate. Viewers with YouTube Brand Accounts are also **not** eligible to participate. No drawing or other chance element is involved in the

Promotion. Participants who satisfy the Initial Conditions during the following portions of the Promotional Period will receive the following rewards (the “Rewards”):

### **Promotional Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of live Broadcasts during the Promotional Period will earn one (1) digital Hearthstone: Year of the Phoenix card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of live Broadcasts during the Promotional Period will earn one (1) additional digital Hearthstone: Year of the Phoenix card pack. Limit two (2) Hearthstone: Year of the Phoenix card packs per person during the Promotional Period.

### **Opt-Out:**

If a participant does not want to be automatically entered into the Promotion, participants must either (i) log-out of their YouTube account; or (ii) unlink their YouTube account from their Battle.net Account via their YouTube account settings.

**5. NOTIFICATION AND VERIFICATION OF REWARDS:** Within 48 hours of the conclusion of each applicable Broadcast, and upon Sponsors’ (or Sponsors’ designee’s) determination of eligible participants, the applicable Rewards will be credited to the Battle.net account of persons who earned the Rewards per Section 4 above, subject to compliance with these Official Rules. A valid Hearthstone game license is required to redeem Rewards. Hearthstone game licenses are free of charge and can be obtained at <https://playhearthstone.com>. Provided you have a Hearthstone game license attached to your Battle.net account, the Rewards will appear in your Battle.net account without you needing to take further action. Non-compliance with these Official Rules may result in disqualification and forfeiture of the Rewards.

### **6. Hearthstone Card Pack Rewards:**

All Rewards are virtual items solely for use in the Hearthstone game. The Rewards have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. The Rewards will be added directly to the participants’ Battle.net accounts with no additional action required on the part of the participant (subject to Section 5 above). The use of the Rewards are subject to all terms and conditions applicable to the Hearthstone game license, including without limitation Blizzard’s End User License Agreement available [here](#). Rewards which are awarded but not ‘redeemed’ into a Battle.net account by December 31, 2021 will expire and will not be replaced. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with receipt of the Rewards.

**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 Sponsors may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.blizzard.com/legal>. Participants confirm that they have acknowledged the Privacy Policy applicable to their country of residence. 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 the Privacy Policy applicable to their country of residence.

**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 Sponsors believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to Sponsor'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 Sponsors, or directly aimed at the Sponsors, 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 Rewards, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the distribution, offering, or announcement of any Rewards.

**12. LIMITATIONS ON LIABILITY:** The 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 Battle.net account, the authorized subscriber of the Battle.net 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 Rewards 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

### Hearthstone Grandmasters 2021 Season 1 YouTube Drops Viewership Incentive Promotion

**OVERVIEW:** The Hearthstone Grandmasters 2021 Season 1 YouTube Drops Viewership Incentive Promotion (the “Promotion”) provides a reward of certain Hearthstone card packs for watching a certain number of hours (as set forth in Section 4, below) of live Hearthstone Grandmasters 2021 Season 1 broadcasts on YouTube. Additional details are set forth below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR RECEIVE A REWARD. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING A REWARD. 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, “Sponsor”):

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

Activision Blizzard International B.V., Stroombaan 16, 1181 VX Amstelveen, The Netherlands

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

**2. PROMOTION TERM AND DEADLINES:** The Promotion will take place during the following periods only:

The “Opening Week Period” will take place during the following periods:

- April 9, 2021 between approximately 2:00 AM – 5:00 PM PDT
- April 10, 2021 between approximately 2:00 AM – 5:00 PM PDT
- April 11, 2021 between approximately 2:00 AM – 5:00 PM PDT

The “Regular Season Period” will take place during the following periods:

- April 16, 2021 between approximately 2:00 AM – 5:00 PM PDT
- April 17, 2021 between approximately 2:00 AM – 5:00 PM PDT
- April 18, 2021 between approximately 2:00 AM – 5:00 PM PDT
- April 23, 2021 between approximately 2:00 AM – 5:00 PM PDT
- April 24, 2021 between approximately 2:00 AM – 5:00 PM PDT
- April 25, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 7, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 8, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 9, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 14, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 15, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 16, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 21, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 22, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 23, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 28, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 29, 2021 between approximately 2:00 AM – 5:00 PM PDT
- May 30, 2021 between approximately 2:00 AM – 5:00 PM PDT

The “Playoffs Period” will take place during the following periods:

- June 4, 2021 between approximately 2:00 AM – 5:00 PM PDT
- June 5, 2021 between approximately 2:00 AM – 5:00 PM PDT
- June 6, 2021 between approximately 2:00 AM – 5:00 PM PDT

The Opening Week Period, Regular Season Period, and Playoffs Period will together be called the “Promotion Period”. Each Hearthstone Grandmasters 2021 Season 1 broadcast (each, a “Broadcast”) during the Promotion Period will constitute a separate and distinct promotional event under these Official Rules. For the avoidance of doubt, Sponsors may, in its discretion, include certain other Hearthstone esports broadcasts in this Promotion.

**3. ELIGIBILITY:** The Promotion is open and offered to legal residents of most regions. Legal residents of Cuba, Iran, the Democratic People’s Republic of Korea, Sudan, Crimea, and Syria, and other regions 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 Rewards) for duly registered players in accordance with these 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, Sponsors 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 Sponsors 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 Sponsors, 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 a Battle.net account in good standing with Blizzard Entertainment in compliance with all applicable terms and conditions. Battle.net accounts are free of charge and can be obtained at <https://us.battle.net/login/en/>.

**4. HOW TO ENTER:** Broadcast viewers will be eligible to participate in this Promotion by following these steps:

13. [Create](#) or [log in](#) to your YouTube personal account.
14. Link your Battle.net account to your YouTube account.
15. View a live stream of a Broadcast on one of the following YouTube channels via either the YouTube website, YouTube mobile website, or YouTube mobile app during the Promotion Period:

- <https://www.youtube.com/Hearthstone>
- <https://www.youtube.com/HearthstoneEsports>
- <https://www.youtube.com/channel/UCrR37g6dpxX4kUitZR8b4YA>
- <https://www.youtube.com/user/hearthstonelatam>
- <https://www.youtube.com/channel/UCiXMMud2GemSR8PhXhTHuyQ>
- <https://www.youtube.com/HearthstoneKR>
- <https://www.youtube.com/HearthStoneZHTW>

Please note that you cannot participate in the Promotion via the YouTube app on TV or on media devices, you will not be eligible for rewards. The foregoing conditions of entry are the “[Initial Conditions](#)”. Please note that viewers on the YouTube app on TVs or media devices, and viewers on any other platform or channels, will **not** be eligible to participate. Viewers with YouTube Brand Accounts are also **not** eligible to participate. No drawing or other chance element is involved in the Promotion. Participants who satisfy the Initial Conditions during the following portions of the Promotional Period will receive the following rewards (the “[Rewards](#)”).

#### **Opening Week Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of the Broadcasts during the Opening Week Period will earn one (1) digital Hearthstone: Year of the Phoenix card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of the Broadcasts during the Opening Week Period will earn one (1) additional digital Hearthstone: Year of the Phoenix card pack. Limit two (2) Hearthstone: Year of the Phoenix card packs per person during the Opening Week Period.

#### **Regular Season Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of the Broadcasts during the Regular Season Period will earn one (1) digital Hearthstone: Year of the Phoenix card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of the Broadcasts during the Opening Week Period will earn one (1) additional digital Hearthstone: Year of the Phoenix card pack. Limit two (2) Hearthstone: Year of the Phoenix card packs per person during the Regular Season Period.

#### **Playoff Period Card Packs**

All participants who satisfy the Initial Conditions and watch a cumulative total of two (2) hours of the Broadcasts during the Playoffs Period will earn one (1) digital Hearthstone: Forged in the Barrens card pack. Additionally, participants who satisfy the Initial Conditions and watch a cumulative total of four (4) hours of the Broadcasts during the Playoffs Period will earn one (1) additional digital Hearthstone: Forged in the Barrens card pack. Limit two (2) Hearthstone: Year of the Phoenix card packs per person during the Playoffs Period.

**Opt-Out:**

If a participant does not want to be automatically entered into the Promotion, participants must either (i) log-out of their YouTube account; or (ii) unlink their YouTube account from their Battle.net Account via their YouTube account settings.

**5. NOTIFICATION AND VERIFICATION OF REWARDS:** Within 48 hours of the conclusion of each applicable Broadcast, and upon Sponsors' (or Sponsors' designee's) determination of eligible participants, the applicable Rewards will be credited to the Battle.net account of persons who earned the Rewards per Section 4 above, subject to compliance with these Official Rules. A valid Hearthstone game license is required to redeem Rewards. Hearthstone game licenses are free of charge and can be obtained at <https://playhearthstone.com>. Provided you have a Hearthstone game license attached to your Battle.net account, the Rewards will appear in your Battle.net account without you needing to take further action. Non-compliance with these Official Rules may result in disqualification and forfeiture of the Rewards.

**6. Hearthstone Card Pack Rewards:**

All Rewards are virtual items solely for use in the Hearthstone game. The Rewards have no cash redemption value, are non-transferable, and cannot be traded or exchanged in any manner. The Rewards will be added directly to the participants' Battle.net accounts with no additional action required on the part of the participant (subject to Section 5 above). The use of the Rewards are subject to all terms and conditions applicable to the Hearthstone game license, including without limitation Blizzard's End User License Agreement available [here](#). Rewards which are awarded but not 'redeemed' into a Battle.net account by December 31, 2021 will expire and will not be replaced. Participants are solely responsible for remittance to the relevant taxing authorities any taxes owed in connection with receipt of the Rewards.

**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 Sponsors may collect and use their personal information in compliance with applicable laws and regulations and its Privacy Policy accessible at <https://www.blizzard.com/legal>. Participants confirm that they have acknowledged the Privacy Policy applicable to their country of residence. 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 the Privacy Policy applicable to their country of residence.

**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 Sponsors believes to have acted in breach of these Official Rules; and
- disqualify any participant posting an entry or a comment to Sponsor'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 Sponsors, or directly aimed at the Sponsors, 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 Rewards, or participation in this Promotion or any Promotion-related activity, or for any printing, production, typographical, human or other error in the distribution, offering, or announcement of any Rewards.

**12. LIMITATIONS ON LIABILITY:** The 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 Battle.net account, the authorized subscriber of the Battle.net 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 Rewards 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.