



2018 E3 #PaladinsonSwitch Sweepstakes Official Rules, Terms and Conditions

IMPORTANT LEGAL NOTICE!

Please read the following program rules carefully before participating in the 2018 E3 #PaladinsonSwitch Sweepstakes (the "Sweepstakes"). This 2018 E3 #PaladinsonSwitch Sweepstakes Rules, Terms, and Conditions (the "Rules") is between you as a participant and Hi-Rez Studios, Inc. ("Hi-Rez"). By participating in the Sweepstakes, you confirm that you have read and agree to be bound by these Rules and represent that you satisfy all eligibility requirements for this program.

1. ELIGIBILITY.

a. This Program is open to residents of the following: THE UNITED STATES (EXCLUDING RESIDENTS OF NORTH DAKOTA, VERMONT, CONNECTICUT, OR MARYLAND), ARGENTINA, AUSTRALIA (EXCLUDING THE AUSTRALIAN STATES OF NEW SOUTH WALES OR THE AUSTRALIAN CAPITAL TERRITORY), AUSTRIA, BELARUS, BELGIUM, BELIZE, BOLIVIA, BULGARIA, CHILE, CANADA (EXCLUDING QUEBEC), COLOMBIA, COSTA RICA, CROATIA, DENMARK, ECUADOR, EL SALVADOR, ESTONIA, FRANCE, FINLAND, GERMANY, GREECE, GUATEMALA, HONDURAS, HONG KONG, HUNGARY, ICELAND, IRELAND, ISRAEL, ITALY, JAMAICA, JAPAN, LATVIA, LITHUANIA, LUXEMBOURG, MACAU, MALAYSIA, MEXICO, NEW ZEALAND, NICARAGUA, NORWAY, PARAGUAY, PERU, POLAND, PORTUGAL, PUERTO RICO, ROMANIA, RUSSIA, SERBIA, SINGAPORE, SLOVAKIA, SOUTH AFRICA, SOUTH KOREA, SPAIN, SWEDEN, SWITZERLAND, TAIWAN, THAILAND, THE CZECH REPUBLIC, THE NETHERLANDS, THE PEOPLE'S REPUBLIC OF CHINA, THE UKRAINE, THE UNITED KINGDOM, TURKEY, URUGUAY, OR VENEZUELA;

In order to be eligible to participate in the Sweepstakes, you must also meet the following requirements at the time of participation:

b. OVER THE AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE AS OF THE START DATE FOR THE SWEEPSTAKES; AND

c. IN COMPLIANCE WITH ALL POLICIES, TERMS, AND CONDITIONS WHICH MAY APPLY TO YOU AS FOUND AT HI-REZ STUDIOS' LEGAL WEBSITE <<http://hirezstudios.com/legal>>.

IF YOU MEET ALL OF THE ABOVE CRITERIA AND REGISTER FOR THE SWEEPSTAKES, YOU ARE HEREBY DEEMED AN "ENTRANT" FOR PURPOSES OF THESE RULES. IF YOU DO NOT MEET THE ABOVE CRITERIA, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.

If you are under the legal age of majority in your country of residence, but are (i) over twelve (12) years of age and a resident of the United States of America, or a member country of the European Union, other than Spain or the United Kingdom; (ii) over thirteen (13) years of age and a resident of Spain, the United

Kingdom, or Russia; or (iii) over fourteen (14) years of age and a resident of the Republic of Korea; and one of your parents or legal guardians submits a signed, written statement that they have read, understood, and agreed to these Program rules with your entry, and that such agreement constitutes acceptance of these Program rules on behalf of you and themselves, you may participate in the Sweepstakes. To be eligible to win a prize, entries must be completed and received by Hi-Rez in the format designated below. Directors, officers, and employees of Hi-Rez, its parent, and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state, and local laws and regulations apply. Offer void where prohibited.

2. DISCLAIMER.

Hi-Rez, all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees, and agencies will not be responsible for: (a) any late, lost, misrouted, garbled, or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Program disruptions, injuries, losses, or damages caused by events beyond the control of Hi-Rez; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.

3. HOW TO ENTER.

We will be accepting submissions (each, a "Submission") beginning at 9:00 AM PST and ending at 5:00 PM EST (the "Deadline") each of June 12, June 13, and June 14, 2018. Submissions must be received during the active submission window for the applicable day to be eligible for prizing for that day. Hi-Rez reserves the right to extend the Sweepstakes period, in its sole discretion, with or without notice. For purposes of this Program, each day is defined as beginning at 9:00 AM, (PST) and ending at 5:00 PM (PST).

4. PRIZES.

Program winner (the "Prize Winner") will be selected as follows:

Hi-Rez will randomly draw from the eligible contestants a winner once per day for the duration of the contest for a total of three Prize Winners (one winner for each day). Hi-Rez's draw is final. Hi-Rez will contact each Prize Winner via Twitter. To claim the applicable reward (the "Prize"), Prize Winner should follow the instructions provided to them by Hi-Rez. Prize Winners can expect to receive one Plushy Makoa.

Hi-Rez reserves the right to change the number of Prize Winners in its sole discretion in the Sweepstakes with or without notice.

Hi-Rez may modify Submissions for online or in-game display.

a. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER.

b. All prizes may be claimed either at the Paladins booth at E3 or by having it shipped to a Prize Winner's chosen address. Prize Winner may need to execute an affidavit of eligibility before they can receive their prize. Prizes returned as undeliverable or otherwise not claimed within fifteen (15)

calendar days after delivery of notification will be forfeited and may be awarded to an alternate winner. Prizes are not transferable. No substitutions or exchanges (including for cash) of any prizes will be permitted, except that Hi-Rez reserves the right to substitute a prize of equal or greater value for any prize. Limit one prize per person. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizes are subject to verification of eligibility, compliance with these rules, and any other applicable terms and conditions in Hi-Rez's sole discretion.

c. Each potential winner may be notified through means included but not limited to direct message to Prize Winner's Twitter account (in the sole discretion of Sponsor) provided at the time of entry and may be required, if applicable, to privately (through Twitter direct message, email, or other secure, private means) provide his/her name, address, age and other personal information necessary to receive the Prize.

5. SUBMISSION RESTRICTIONS.

Submission Requirements. As a participant in the Sweepstakes, you must comply with certain minimum restrictions set by Hi-Rez, including, without limitation, the following:

- a. To enter, you must have a valid, public (i.e. not protected) Twitter account and tweet at minimum one photo from the Paladins booth at E3 with the hashtag #PaladinsonSwitch pursuant to the Twitter Rules available at www.twitter.com/privacy?lang=en and Twitter Terms of Service and Twitter Rules; all information submitted online and shared per entrants account settings is subject to, and will be treated in a manner consistent with Hi-Rez's Privacy Policy available at hirezstudios.com/privacy and Hi-Rez's rights established at **Section 8** herein. You will not have an expectation of privacy in any photo submitted.
- b. The Submission must not, in the sole discretion of Hi-Rez, contain any inappropriate content, including, without limitation, material which is (or promotes activities which are) abusive, harassing, threatening, an invasion of a right of privacy of another person, bigoted, hateful, racially offensive, discriminatory, violent, vulgar, obscene, pornographic, or otherwise sexually explicit, harmful, profane, offensive, or otherwise objectionable as determined by Hi-Rez in its sole discretion.
- c. The Submission must not contain material which is (or promotes activities which are) illegal or encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them (including any Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, underage drinking, drug dealing and/or drug abuse, harassment, computer hacking, theft, or conspiracy to commit any criminal activity) or otherwise unlawful.
- d. The Submission must be authorized, which means that you must have the legal right and any and all permissions necessary to submit the Submission into the Sweepstakes. By submitting the Submission, you hereby represent that you have all rights necessary to distribute the Submission through any applicable channel (e.g., the website and submission form) and to grant Hi-Rez the rights set forth herein.

- e. You may enter the Sweepstakes in one way: via Twitter. No other method of entry will be accepted. Limit one entry per person/Twitter account. Additional entries beyond the specified limit will be void.
- f. The Submission must meet any and all specifications set forth by Hi-Rez in these rules and/or other instructions.

6. HI-REZ'S RIGHT TO DISQUALIFY.

If Hi-Rez believes that the Submission does not comply with these rules or any other applicable terms and conditions, or that the Submission potentially or actually infringes upon the copyright or other rights of any third party, Hi-Rez reserves the right in its sole discretion to disqualify and remove any Submission at any time. In the event that a Prize Winner is disqualified, the prize will be forfeited and may, at Hi-Rez's sole discretion, be awarded to an alternate selected from among the remaining Entrants.

7. USE OF ENTRIES.

You hereby agree that in consideration of your being allowed the chance to enter the Sweepstakes, Hi-Rez shall have the perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license and right to use your submission, including Submission and your name, alias, picture, likeness, voice, biography, statement, and/or any and all other personal indicia, identifying characteristics, or information supplied by you (collectively, the "Authorized Content"), without further compensation, consideration, or notice to me or any third party, and to reproduce, copy, modify, create derivative works of, display, distribute, transmit, broadcast, either publicly or privately (including via the Internet), or otherwise commercially exploit the Authorized Content, either alone or in conjunction with any other material(s), in any media, form, format, or embodiment, whether now known or hereinafter developed, without separate compensation to you or any other person or entity. You agree to take, at Hi-Rez's expense, any further action (including, without limitation execution of affidavits, assignments, and other documents) reasonably requested by Hi-Rez to effect, perfect, or confirm Hi-Rez's rights as set forth in this **Section 9**.

8. INFORMATION COLLECTION.

All personal information which may be collected will be treated in a manner consistent with Hi-Rez's privacy policy, which is located at <<http://legal.hirezstudios.com>>. Please review all applicable materials. By entering the Sweepstakes, you hereby agree to Hi-Rez's collection and use of your personal information and acknowledge you have read and accepted these rules and Hi-Rez's privacy policy. Further, by entering the Sweepstakes, you consent to Hi-Rez's use of this information to inform you of the outcome of the Sweepstakes, to award you with any applicable prizing, and to associate your name and/or alias with your submission in promotional materials for the Sweepstakes in the event that you are chosen to be a winner. As stated above, the contest is not open to anyone under the age of majority in your country of citizenship. In the event that Hi-Rez becomes aware that you are under the age of majority in your country of citizenship, Hi-Rez will delete, erase, or destroy any and all personally identifiable information that is obtained from your entry form. In the event that you are a citizen of France and/or any of the other countries whose citizens are eligible for this Program, and pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Hi-Rez Studios, Inc., and the data

collected will be transferred to the United States of America. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to “2018 E3 #PaladinsonSwitch Sweepstakes – Personal Data,” c/o Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. You may also withdraw your personal data upon request; however, you will be immediately disqualified as an Entrant in the Sweepstakes if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in **Section 4** herein.

9. GENERAL RELEASE.

By entering the Sweepstakes, you release Hi-Rez and its participating sponsors and partners, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees, and agencies (collectively, the “Released Parties”) from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, incorrect delivery, acceptance, possession, use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.

10. AFFIDAVIT, RELEASE, AND OTHER DOCUMENTS.

As a condition of being awarded any prize, you may be required to execute and deliver to Hi-Rez a signed Affidavit of Eligibility, which includes an acceptance of these rules and a release of liability and assignment of your submission including Submission.

11. WINNERS LIST; RULES REQUEST.

For a copy of the winners list, send a stamped, self-addressed, business-size envelope within 60 calendar days of the Deadline to Hi-Rez at the following address: “2018 E3 #PaladinsonSwitch Sweepstakes,” c/o Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope within 60 calendar days of the Deadline to Hi-Rez at the following address: “2018 E3 #PaladinsonSwitch Sweepstakes – Rules Request,” c/o Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. Residents of Washington and Vermont in the United States of America may omit returnpostage.

12. MISCELLANEOUS.

The Sweepstakes and these rules will be governed, construed, and interpreted under the laws of the State of Georgia, United States of America. You agree to be bound by these rules and by the decisions of Hi-Rez, each of which is final and binding in all respects. Hi-Rez reserves the right to change these rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any Entrant’s participation in the Sweepstakes should viruses, bugs, unauthorized human intervention, or other causes beyond Hi-Rez’s control affect the administration, security, or proper play of the Sweepstakes or Hi-Rez otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these rules, tamper with the operation of the Sweepstakes, or engage in any conduct

that is detrimental or unfair to Hi-Rez, the Sweepstakes, or any other Entrant (in each case as determined in Hi-Rez's sole discretion) are subject to disqualification from entry into the Sweepstakes. Hi-Rez reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. If you have any questions about these rules or the Sweepstakes, please e-mail them to legal@hirezstudios.com or send written questions to Hi-Rez at "2018 E3 #PaladinsonSwitch Sweepstakes" c/o Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. The names of individuals, groups, companies, products, and services mentioned herein, and any corresponding likenesses, logos, and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group, or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group, or company, or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. TWITTER, TWEET and the Twitter logo are trademarks of Twitter, Inc. or its affiliates. The invalidity or unenforceability of any provision of these rules will not affect the validity or enforceability of any other provision. In the event that any provision of these rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Hi-Rez's failure to enforce any term of these rules will not constitute a waiver of that provision.

13. SPONSOR.

Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America, is solely responsible for all aspects of this sweepstakes.

///END OF RULES///

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