



**2019 Paladins® Community Skin Contest Official Rules, Terms and Conditions**

**IMPORTANT LEGAL NOTICE!**

Please read the following program rules carefully before participating in the 2019 Paladins® Community Skin Contest (the "Contest"). This 2019 Paladins® Community Skin Contest Official Rules, Terms, and Conditions (the "Rules") is between you as an Entrant and Hi-Rez Studios, Inc. ("Hi-Rez"). By participating in the Contest, 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 only to individuals residing in the following locations (collectively, the "Eligible Locations"): the United States, Canada (excluding Québec), Latin America, and the Europe, Middle East, and Africa (EMEA) region (excluding Italy). Notwithstanding anything to the contrary herein, participation in the Contest is void where prohibited, including in territories subject to any sanctions programs administered and enforced by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury.

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

b. BE AT LEAST THE AGE OF 18 OR THE AGE OF MAJORITY IN YOUR COUNTRY OF RESIDENCE, WHICHEVER IS HIGHER AS OF THE DATE OF YOUR SUBMISSION; AND

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

IF YOU MEET ALL OF THE ABOVE CRITERIA AND REGISTER FOR THE CONTEST, 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.

To be eligible to win a prize, entries must be completed and received by Hi-Rez in the format designated below and in accordance with any additional instructions as may be provided by Hi-Rez. 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.

**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 Contest 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 Contest.

### **3. HOW TO ENTER.**

We will be accepting submissions (each, a "Submission") beginning upon dissemination of these Rules to the public on April 16, 2019 and ending at 6:00 PM Eastern Time on April 30, 2019 (the "Deadline"). Submissions must be received during the active submission window to be eligible for prizing. Hi-Rez reserves the right to extend the Contest period, in its sole discretion, with or without notice. By entering, you represent and warrant that your Submission(s) are your original work and do not infringe upon the rights of any third party, including without limitation any intellectual property or publicity rights.

### **4. WINNERS.**

- a. Each Contest winner (each, a "Prize Winner") will be selected as follows:

Submission will be reviewed by a panel of Hi-Rez employees for originality, technical feasibility, player appeal, overall theme, and quality. Hi-Rez will select certain Submissions based on such review to be posted on a website of Hi-Rez's choosing where users will be allowed to vote for their favorite Submission during a limited period of time (the "Voting Window"). The Entrant whose Submission receives the most votes in its respective category (as designated by Hi-Rez) by the close of the Voting Window will be deemed a Prize Winner. Hi-Rez may extend the Voting Window in its sole discretion with or without notice.

Each Prize Winner can expect to receive 8,000 Crystals (as such term is used in the Hi-Rez video game, Paladins®) directly awarded to their Paladins account and 50 codes which may be used to unlock the released in-game skin as based on such Entrant's respective Submission. Any codes received from participation in the Contest may not be sold or offered for monetary compensation.

Hi-Rez will contact each such potential winning Entrant via the e-mail address provided in the applicable Submission with additional instructions which may include additional requests for information or documents. Upon completion of such additional instructions, the potential winning Entrant shall be deemed a Prize Winner. Failure to respond to such notification or follow such instructions by the deadline provided (or if no deadline is provided, then within a reasonable time as deemed by Hi-Rez in its sole discretion) may result in disqualification and Hi-Rez may select another potential Prize Winner instead.

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

*Hi-Rez has no obligation to advance any specific Submissions to the voting phase.*

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

*In the event a non-Prize Winner entry is also notable in Hi-Rez's sole discretion, Hi-Rez may include such Submission for implementation in-game in the future.*

- b. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR

USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF PRIZE WINNER.

c. Unless otherwise set forth in these rules or other instructions provided by Hi-Rez, the Prize will be sent to Prize Winner's chosen email address. Timing for delivery of such prize to the Prize Winner is subject to Hi-Rez's sole discretion. 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. 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. 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.

d. Prize Winner may be required to provide his/her name, address, age and other personal information necessary to confirm eligibility and receive the Prize.

**5. SUBMISSION RESTRICTIONS.**

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

- a. To enter, you must provide accurate and complete information, including a valid e-mail address owned by you, with your Submission. All information submitted via your Submission is subject to, and will be treated in a manner consistent with Hi-Rez's Privacy Policy available at [hirezstudios.com/privacy](http://hirezstudios.com/privacy) and Hi-Rez's rights established at **Section 8** herein.
- 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 Contest. By submitting the Submission, you hereby represent that you are eligible to participate, have all rights necessary to distribute the Submission through any applicable channel (e.g., the physical mail and/or electronic mail), and to grant Hi-Rez the rights set forth herein.
- e. With the exception of any Hi-Rez intellectual property which has been designated or directed

expressly by Hi-Rez for use in your Submission, your Submission must be your original work and must not infringe the copyright, trademark, privacy, publicity, or any other intellectual property right of any person or entity. By submitting your Submission, you represent and warrant that: (A) you are the sole and exclusive creator and owner of the Submission, and any and all rights related thereto; (B) you have the full and exclusive right, power, an authority to submit the Submission to Hi-Rez upon the terms and conditions set forth herein; (C) no rights in the Submission have previously been granted to any person or entity, or otherwise exercised or exploited; (D) the Submission has not been submitted for any other contest(s) and it has not won any previous awards or prizes; and (E) the full use of the Submission or any part thereof will not in any way violate or infringe upon any copyright (statutory or otherwise), constitute a libel or defamation of or an invasion of the rights of privacy or publicity of, or otherwise violate or infringe upon any other personal, property, or other rights of any person, firm, corporation, or other entity or subject Hi-Rez to any costs or liability of any kind or nature whatsoever.

- f. Your Submission must meet any and all specifications set forth by Hi-Rez in these rules and/or other instructions, including, without limitation, character, theme, format, file size, and any other specifications.
- g. You may enter the Contest through submission process designated by Hi-Rez in writing at <https://www.paladins.com/news> . No other method of entry will be accepted. You may submit multiple Submissions provided such Submissions are in compliance with these Rules, including receipt by Hi-Rez before the Deadline.
- h. 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. Hi-Rez may also disqualify Submissions that (a) are incomplete or unclear; (b) violate any applicable laws, including without limitation, infringement of intellectual property or publicity rights; (c) contain fraudulent, false, or misleading information; or (d) are inappropriate for implementation in the game or are otherwise detrimental or damaging to Hi-Rez and its affiliates. Hi-Rez reserves the right in its sole discretion to disqualify and remove any Submission for any other reason. 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.**

By participating in the Contest, and in consideration of your being allowed to participate in the Contest, you hereby grant to Hi-Rez the perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license and right to use your Submission, including skin concept 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 you 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. To the fullest extent of the law, you also hereby waive any and all Moral Rights (as defined below) that you may have in the Submission. 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 7**. "Moral Rights" means any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

#### **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 Contest, 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 Contest, you consent to Hi-Rez's use of this information to inform you of the outcome of the Contest, to award you with any applicable prize, and to associate your name and/or alias provided by you in promotional materials for the Contest in the event that you are chosen to be a Prize Winner. In the event that you are a citizen of a European Union member state, you are informed that the data collector is Hi-Rez Studios, Inc., and the data collected will be processed in 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 [privacy@hirezstudios.com](mailto:privacy@hirezstudios.com). You may also withdraw your personal data upon request; however, you will be immediately disqualified as an Entrant in the Contest if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in **Section 4** herein.

#### **9. GENERAL RELEASE.**

By entering the Contest, 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 Contest 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 an additional agreement, 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: "2019 Paladins® Community Skin Contest," 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: "2019 Paladins® Community Skin Contest – 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 return postage.

## **12. MISCELLANEOUS.**

The Contest 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 Contest or any Entrant's participation in the Contest should viruses, bugs, unauthorized human intervention, or other causes beyond Hi-Rez's control affect the administration, security, or proper play of the Contest or Hi-Rez otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Entrants who violate these rules, tamper with the operation of the Contest, or engage in any conduct that is detrimental or unfair to Hi-Rez, the Contest, or any other Entrant (in each case as determined in Hi-Rez's sole discretion) are subject to disqualification from entry into the Contest. 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 Contest. If you have any questions about these rules or the Contest, please e-mail them to [legal@hirezstudios.com](mailto:legal@hirezstudios.com) or send written questions to Hi-Rez at "2019 Paladins® Community Skin Contest" 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. 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 Contest.

///END OF RULES///

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