



**2018 Paladins® Community Avatar Submissions Program Official Rules**

**IMPORTANT LEGAL NOTICE!**

Please read the following program rules carefully before participating in the 2018 Community Avatar Submissions Program (the "Submission Program"). This 2018 Community Avatar Submissions Rules, Terms, and Conditions (the "Rules") is between you as a participant and Hi-Rez Studios, Inc. ("Hi-Rez"). By participating in the Submission Program, 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 program, you must also meet the following requirements at the time of participation:

b. OVER THE AGE OF MAJORITY IN THEIR COUNTRY OF RESIDENCE AS OF THE START DATE FOR THE PROGRAM;

c. IN LAWFUL POSSESSION OF AN ACTIVE HI-REZ STUDIOS ACCOUNT, WHICH IS IN GOOD STANDING; AND

d. 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 PROGRAM, YOU ARE HEREBY DEEMED AN "ENTRANT" FOR PURPOSES OF THIS AGREEMENT. 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 Program. 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 Program.

## **3. REGISTRATION.**

We will be accepting submissions (each, a "Submission") beginning on May 9, 2018, 12:00 AM EST and ending May 13, 2018, 11:59 PM EST (the "Deadline"). Submissions must be received during the active submission window to be eligible for prizing. Hi-Rez reserves the right to extend the Submission Program period, in its sole discretion, with or without notice. For purposes of this Program, a calendar day is defined as beginning at 12:00 AM, (EST) and ending at 11:59 PM (EST).

## **4. PRIZES.**

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

Judging will occur between May 14, 2018, through and including May 16, 2018. Hi-Rez shall, at its sole discretion, appoint a panel of judges to select up to 10 Submissions based on originality, design, and presentation which will be posted on a website of Hi-Rez's choosing on May 14, 2018. Users will be allowed to vote for their favorite Submission from the time such Submissions are announced through May 16, 2018. The Prize Winner will be announced on the Paladins update showcase (available for viewing at <https://www.twitch.tv/paladinsgame/>).

The decision of Hi-Rez is final. To claim the applicable reward, Prize Winner should follow the instructions provided to them by Hi-Rez.

Winner can expect to receive the following:

- i. In-game implementation of their Submission;
- ii. Featuring of their Submission in applicable patch notes; and
- iii. 1000 Crystals (as defined in Hi-Rez's video game Paladins®, (the "Game"))

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

*Hi-Rez may modify Submissions for in-game implementation.*

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 will be awarded. Prize Winner may need to execute an affidavit of eligibility before they can receive their prize. Prizes will be awarded provided a sufficient number of eligible entries are received. 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. Monetary prizes will be paid by Hi-Rez via check or another payment method of Hi-Rez's choosing. 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.

## **5. HOW TO ENTER; SUBMISSION RESTRICTIONS.**

### **I. Submission Ownership and Other Rights**

#### **a. Submission Ownership.**

- i. All Submissions and other materials ("Submission Entries") submitted by you become the property of Hi-Rez upon submission. You acknowledge that Hi-Rez owns all rights to use, modify, and make derivative works of any Submission Entries without notice or compensation to you.
- ii. You agree to assist and cooperate with Hi-Rez in all respects, at Hi-Rez's request and expense, and shall execute documents and take further actions reasonably requested by Hi-Rez to enable Hi-Rez to acquire, transfer, maintain, perfect, and enforce its Intellectual Property Rights as well as the license grants from you to Hi-Rez set forth herein. You hereby appoint the officers of Hi-Rez as your attorney-in-fact to execute documents on your behalf for this limited purpose.
- iii. You acknowledge that the Intellectual Property Rights in and to the Game are exclusive to Hi-Rez, including but not limited to the right to use, reproduce, sell, distribute, broadcast, publicly display, and make derivative works thereof. The term "Intellectual Property Rights" means any and all tangible and intangible and now known or hereafter existing (i) rights

associated with works of authorship throughout the world, including, without limitation, copyrights, moral rights, and mask-works; (ii) trademarks, service marks, trade names, trade dress, symbols, logos, designs, other source identifiers, and similar rights; (iii) trade secret rights and rights in and to confidential or proprietary information; (iv) patents, patent rights, patent applications, inventions, designs, algorithms and other industrial property rights; (v) all other proprietary and intellectual property rights of every kind and nature throughout the world and however designated, (including logos, character rights, “rental” rights, moral rights, and all applications therefor, however designated), whether arising by operation of law, contract, license, or otherwise; and (vi) any and all registrations, applications, renewals, records, extensions, continuations, divisions, divisions in part, or reissues thereof (including rights in any of the foregoing), whether now or hereafter in force.

b. Moral Rights. You hereby waive any and all Moral Rights to the Submission. “Moral Rights” mean any rights to claim authorship of a work, to object to or prevent 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”.

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

i. 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.

ii. 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.

iii. 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 Program. 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.

iv. With the exception of any Hi-Rez intellectual property you might use, the 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.

v. The 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.

vi. With the exception of any Hi-Rez intellectual property you may use in the 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, and 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.

vii. **You may make up to 2 Submissions.** However, each Submission must be unique, and you cannot submit the same Submission more than once. Any duplicate or materially similar Submissions may be disqualified.

## **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 Program, 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 Program, 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 Program, you consent to Hi-Rez's use of this information to inform you of the outcome of the Program, to award you with any applicable prizing, and to associate your name and/or alias with your submission in promotional materials for the Program 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 Community Avatar Submissions Program–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 Program 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 Program, you release Hi-Rez and its participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees, and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Program 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 Community Avatar Submissions Program – Winners List," 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 Community

Avatar Submissions Program – 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 Program 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 Program or any Entrant’s participation in the Program should viruses, bugs, unauthorized human intervention, or other causes beyond Hi-Rez’s control affect the administration, security, or proper play of the Program or Hi-Rez otherwise becomes (as determined in its sole discretion) incapable of running the Program as planned. Entrants who violate these rules, tamper with the operation of the Program, or engage in any conduct that is detrimental or unfair to Hi-Rez, the Program, or any other Entrant (in each case as determined in Hi-Rez’s sole discretion) are subject to disqualification from entry into the Program. 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 Program. If you have any questions about these rules or the Program, please e-mail them to [legal@hirezstudios.com](mailto:legal@hirezstudios.com) or send written questions to Hi-Rez at "2018 Community Avatar Submissions Program" 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 skill-based contest.

///END OF RULES///

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