



Paladins® Community Submission Program General Rules, Terms and Conditions

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IMPORTANT LEGAL NOTICE!

Please read the following rules carefully before participating in any Paladins® Community Submission Program (each a "Program"). Each Program will be announced via a page posted at <<https://www.paladins.com/news/>> ("Program Page") which will set forth the Program-specific details such as dates, themes, awards offered for successful submissions, etc.

These Paladins® Community Submission Program General Rules, Terms, and Conditions (the "General Rules"), together with the applicable Program Page, forms a binding legal agreement between you as an Entrant and Hi-Rez Studios, Inc. ("Hi-Rez," "We" or "Us") regarding each Program you choose to enter. Collectively, these General Rules and the Program Page for each Program comprise the "Program Rules" for that Program.

You must be the minimum age set forth in the Program Page in order to participate in the Program. In addition, if you are under the legal age of majority in your jurisdiction of residence (a "Minor") as of the time and date of your participation in the Program, you must also have your parent or legal guardian agree to the Program Rules on your behalf.

SELECTING THE CHECKBOX INDICATING YOUR AGREEMENT TO THESE PROGRAM RULES AND PARTICIPATING IN THE PROGRAM CONSTITUTES YOUR, OR IF YOU ARE A MINOR, THEN YOUR PARENT OR LEGAL GUARDIAN'S, FULL AGREEMENT WITH, AND ACCEPTANCE OF, THE PROGRAM RULES.

1. ELIGIBILITY.

a. In order to be eligible to participate in the Program, you must meet the following requirements: (i) you must be at least the minimum age set forth on the Program Page; (ii) you must have a Paladins® account in good standing; and (iii) you must 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 foregoing criteria and register for the Program, you are hereby deemed an "Entrant" for the purposes of the Program Rules.

b. Employees, directors, officers, and other personnel of Hi-Rez and its respective affiliates and subsidiaries and the immediate family members of each of the foregoing and members of the same household of the foregoing (whether related or not) are ineligible to participate in the Program.

c. This Program takes place in the State of Georgia, United States of America and is open only to individuals residing in the jurisdictions set forth in the Program Page (if any). Notwithstanding anything to the contrary herein, participation in the Program 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. All applicable federal, state, and local laws and regulations apply.

2. HOW TO ENTER.

We will be accepting submissions (each, a "Submission") during the submission period indicated in the Program Page (the "Submission Period"). Submissions must be received during the Submission Period, in accordance with the specifications designated in the Program Rules, and in accordance with any additional instructions as may be provided by Hi-Rez to be eligible to be selected. Hi-Rez reserves the right to extend the Submission Period, in its sole discretion, with or without notice.

3. SELECTED ARTIST(S); PROGRAM CONTENT.

a. The selection process and the number of Selected Artist(s) in each Program will be as indicated on the Program Page for that Program, subject to the following terms as applicable:

(i) Judging. Submissions will be reviewed by a panel of judges based on the criteria set forth on the Program Page. If no other Selection procedures are set forth on the Program Page, the judging alone will determine the Selected Artist(s) for the Program. In the event of two or more substantially similar Submissions, only the earliest such Submission will be considered.

(ii) Voting. If voting is called for on the Program Page, then Hi-Rez will select up to the number of Submissions set forth on the Program Page based on the judging such review to be posted on a website of Hi-Rez's choosing where members of the public will be allowed to vote for their favorite Submission during a limited period of time to be stated on such website or the Program Page (the "Voting Window"), and subject to any limits on voting that may be listed on the Program Page. In such cases, the Entrant(s) whose Submission(s) receive the most valid votes, up to such number of placements designated by Hi-Rez on the Program Page for any applicable voting category(ies) by the close of the Voting Window, will be deemed a potential Selected Artist, subject to verification of eligibility and compliance with these Program Rules. In the event of a tie, Hi-Rez may elect to break such tie by selecting all such tied Entrant(s) as potential Selected Artist(s), conducting an additional user voting round between such tied Submissions, extending the Voting Window with respect to such tied Submissions, or re-judging such tied Submissions based on the factors set forth above. Hi-Rez may extend the Voting Window in its sole discretion with or without notice. Votes generated by script, macro or other automated means or any other means intended to impact the integrity of the voting process as determined by Hi-Rez may be void. Votes obtained by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, payment for votes or offering to trade votes, as determined by Hi-Rez, in its sole discretion, may result in those votes being void.

(iii) Selected Artists will receive the content as set forth on the Program Page (the "Program Content"). No Program Content has any cash or real-world value of any kind, and no Program Content may be sold or exchanged in any way. Any code(s) provided to a Selected Artist for unlocking in-game content may not be sold or offered for compensation of any type. In no event will cash, merchandise, or any other item(s) of real-world value be provided to any Selected Artist(s).

(iv) Hi-Rez will contact each such potential Selected Artist via the e-mail address provided in the applicable Submission with additional instructions which may include additional requests for information or documents, including as set forth in Sections 3.c., 7 and 11 below. Upon completion of such additional instructions, the potential selected Entrant shall be deemed a Selected Artist. 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 Selected Artist instead.

Without limiting the foregoing, Hi-Rez reserves the right to change the number of Selected Artists in its sole discretion in any Program, with or without notice, and to select fewer than the number of Selected Artists identified on the Program Page in the event of receipt of an insufficient number of Submissions of sufficient quality.

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 Submission other than the Selected Artist's Submission is also notable in Hi-Rez's sole discretion, Hi-Rez may include such Submission for implementation in-game in the future.

b. ANY FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PROGRAM CONTENT (IF ANY) ARE THE SOLE RESPONSIBILITY OF EACH SELECTED ARTIST.

c. Unless otherwise set forth in the Program Rules or other instructions provided by Hi-Rez, the Program Content will be sent to the Selected Artist's email address or Paladins® account indicated in their Submission. In the event a Selected Artist has already unlocked Program Content on the Paladins® account indicated in their Submission, Hi-Rez may, but is not obligated, to offer a substitution instead. Program Content

is non-transferable. Timing for delivery of such Program Content to the Selected Artist is subject to Hi-Rez's sole discretion, subject to verification of eligibility, compliance with the Program Rules, and any other applicable terms and conditions in Hi-Rez's sole discretion. A Selected Artist may be required by Hi-Rez to execute a declaration of eligibility before they can receive the Program Content. Program Content 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 participant. No substitutions or exchanges (including for cash) of any Program Content will be permitted, except that Hi-Rez reserves the right to substitute alternate in-game items for any Program Content that becomes unavailable for any reason. All in-game content awarded as a Program Content remains subject to the Hi-Rez Studios Terms of Service and Use Agreement and corresponding End User License Agreement, available at <<https://www.hirezstudios.com/legal/>>.

4. GRANT OF LICENSE TO USE HI-REZ MATERIALS

Subject to the terms in the Program Rules, Hi-Rez hereby grants you the limited revocable, non-exclusive, non-transferable, non-sublicensable license to create derivative artwork of Paladins® characters, art, images, and other Paladins® or Hi-Rez content (collectively, the "Hi-Rez Materials") solely for the purpose of developing and submitting Submission(s) to the Program. No other rights (whether express or implied) have been granted herein other than the foregoing limited license as expressly set forth herein, and Hi-Rez hereby expressly reserves all Intellectual Property Rights (as defined below) in and to the Paladins® property. You agree that all Intellectual Property Rights (as defined below) in and to your Submission shall vest exclusively in Hi-Rez, you shall neither acquire nor claim any Intellectual Property Rights in the Submission, and you waive all Moral Rights (if any) thereto to the fullest extent of the law.

5. SUBMISSION RESTRICTIONS.

As an Entrant in the Program, 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.

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 or other unwanted or inappropriate behavior, 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 Program. By submitting the Submission, you hereby represent that you are eligible to participate, that you have the rights necessary to distribute the Submission through the applicable channel (e.g., the submission form, physical mail, and/or electronic mail), and to grant Hi-Rez the rights set forth in the Program Rules, and that, excluding the Hi-Rez Materials (as defined below) incorporated in your Submission(s), 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.

e. With the exception of any Hi-Rez Materials incorporated 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 or other 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, and authority to submit the Submission to Hi-Rez upon the terms and conditions set forth in these Program Rules; (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 contest(s) or submission program(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 Program Rules and/or other instructions, including, without limitation, character, theme, format, file size, and any other specifications.

g. You may enter the Program by making your Submission via the submission process designated by Hi-Rez in writing at the Program Page. Submissions will not be accepted through any other method of entry. You may submit up to the number of Submissions indicated on the Program Page provided such Submissions are in compliance with these Rules, including receipt by Hi-Rez within the Submission Period.

h. The Submission must meet any and all specifications set forth by Hi-Rez in the Program Rules and/or other instructions

6. HI-REZ'S RIGHT TO DISQUALIFY.

If Hi-Rez believes that the Submission does not comply with the Program 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 Selected Artist is disqualified, his/her Program Content will be forfeited and Hi-Rez has the right, but not the obligation, to choose an alternate Selected Artist.

7. RIGHTS TO SUBMISSIONS.

By participating in the Program, and in consideration of your being allowed to participate in the Program:

a. To the extent allowed by applicable law, 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 name, alias, picture, likeness, voice, biography, statement, and/or any and all other personal indicia, identifying characteristics, or information supplied by you (collectively, the "Likeness") in connection with the Program or your Submission without further compensation, consideration, or notice to you or any third party in any media, form, format, or embodiment, whether now known or hereinafter developed. The Likeness may also be used for purposes of compliance with applicable law, including without limitation to contact you regarding your Submission(s). If applicable law provides that such license cannot be granted perpetually, then you hereby grant the foregoing license for the term of 2 years from the date of your Submission; provided, however, that Hi-Rez may continue to use the alias or social media name provided by you in your Submission to describe or otherwise credit the Submission to you for a perpetual term.

b. You agree that the Submission(s) shall be the exclusive property of Hi-Rez and shall, to the fullest extent permitted by applicable law, be deemed to be works made for hire for the benefit of Hi-Rez within the meaning of Title 17 of the United States Code. Regardless of whether the Submission(s) is/are work(s) made for hire, you agree that the Submission(s) shall be the sole and exclusive property of Hi-Rez. You agree to assign, and do hereby assign, to Hi-Rez all right, title, or interest in or to the Submission(s), including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein. In the event the Submission cannot be assigned, 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, 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

Submission, 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. If applicable law provides that such license cannot be granted perpetually, then you hereby grant the foregoing license for the legal duration of the Submission rights.

c. 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. This waiver shall not apply to the extent that applicable law prohibits such waiver of Moral Rights, including without limitation in France. “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.”

d. You agree to take, at Hi-Rez’s expense, any further action (including, without limitation execution of declarations, 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**. You also acknowledge that, even after any expiration of the rights herein, your Submission (with or without the Likeness) may continue to be available in announcements, posts, or other forms of media as made available during the license period. You agree that you will not hold the Released Parties liable for any such use, or any use by third parties during or after the license period.

e. As set forth above, your Submission shall be the sole and exclusive property of Hi-Rez. Without limiting the foregoing, you acknowledge that your Submission is not shared on a confidential basis with Hi-Rez and that you will not be entitled to any payment or other additional compensation in the event of any similarities or commonalities with materials developed now or in the future by Hi-Rez or its affiliates.

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 <<https://www.hirezstudios.com/privacypolicy>>. Please review all applicable materials. By entering the Program, you represent and warrant that you have read and understood Hi-Rez’s privacy policy, which can be viewed at <<https://www.hirezstudios.com/privacypolicy>> and understand how Hi-Rez intends to use your information as outlined in such 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 Program Content, and to associate your name and/or alias provided by you in promotional materials for the Program in the event that you are chosen to be a Selected Artist. 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. 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 Program Content as described in **Section 3** herein.

9. DISCLAIMER.

Except where prohibited by law, Released Parties (as defined below) will not be responsible for: (a) any late, lost, misrouted, 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. This release does not apply in the case of gross negligence, willful misconduct, death or personal injury caused by negligence or the breach by Hi-Rez or any other Released Party of its obligations whether legal or contractual.

10. GENERAL RELEASE.

BY ENTERING THE PROGRAM, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, 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 PROGRAM OR DELIVERY, INCORRECT DELIVERY, ACCEPTANCE, POSSESSION, USE OF OR INABILITY TO USE ANY PROGRAM CONTENT (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES, AND DAMAGES RELATED TO 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. THIS RELEASE DOES NOT APPLY IN THE CASE OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR THE BREACH BY HI-REZ OR ANY OTHER RELEASED PARTY OF ITS OBLIGATIONS WHETHER LEGAL OR CONTRACTUAL.

11. DECLARATION, RELEASE, AND OTHER DOCUMENTS.

As a condition of being awarded any Program Content, you may be required to execute and deliver to Hi-Rez an additional agreement, which includes a declaration of eligibility, confirmation of acceptance of the Program Rules and a release of liability and assignment of your Submission(s). If you are a Minor in your jurisdiction of residence, your parent or legal guardian may also be required to execute such agreement on your behalf.

12. MISCELLANEOUS.

The Program and the Program Rules will be governed, construed, and interpreted under the laws of the State of Georgia, United States of America. Any non-English translated versions of the Program Rules, or portions of the Program Rules, are provided for convenience and, in the event of any conflict between the non-English translated version and the English version, the English version will control. In the event of a conflict between the General Rules and the Program Page, the Program Page will control. You agree to be bound by the Program 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 the Program 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 operation of the Program or Hi-Rez receives insufficient Submissions for the Program or Hi-Rez otherwise becomes (as determined in its sole discretion) incapable of running the Program as planned. Entrants who violate the Program 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 the Program Rules or the Program, please e-mail them to legal@hirezstudios.com or send written questions to Hi-Rez at "Paladins® Community Submission 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 in the Program Rules, and any corresponding likenesses, logos, and images thereof reproduced in the Program Rules, 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 or Program Content, 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 the Program Rules will not affect the validity or enforceability of any other provision. Except where prohibited by law, in the event that any provision of the Program 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 the Program Rules will not constitute a waiver of that provision.

13. PROGRAM OPERATOR.

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

///END OF RULES///