



**The Caster Contest**  
**2017 Official Rules**

Thank you for your interest in the 2017 version of The Caster Contest (the "Contest"). The Caster is an eSports-themed reality show featuring aspiring eSports casting talent. We appreciate that you share our excitement for Hi-Rez eSports and the supporting community. Hi-Rez Productions, Inc. ("Hi-Rez") is committed to providing a safe, fair and fun environment for our Contest participants. Consequently, Hi-Rez requires everyone to comply with and agree to the following terms and conditions:

**1. ELIGIBILITY.**

HI-REZ IS THE SPONSOR OF THE CONTEST. ELIGIBILITY FOR THE CONTEST IS LIMITED TO INDIVIDUALS WHO REGISTER FOR THE CONTEST THAT, AT THE TIME OF REGISTRATION:

- a. ARE OVER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AND/OR COUNTRY OF CITIZENSHIP ON THE DATE REFERENCED AS OF MARCH 8, 2017;
- b. ARE NOT RESIDENTS OF THE STATES OF ALASKA, CONNECTICUT, HAWAII, MARYLAND, NORTH DAKOTA, OR VERMONT; AND
- c. ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF MARCH 8, 2017.
- d. ARE NOT AN EMPLOYEE OF HI-REZ OR ITS AFFILIATES OR AN INDEPENDENT CONTRACTOR AFFILIATED WITH HI-REZ OR ITS AFFILIATES IN ANY CAPACITY, MEMBERS OF PROFESSIONAL TEAMS IN ANY PRO LEAGUE CREATED BY HI-REZ, OR OTHER EMPLOYEES OR OTHERS AFFILIATED WITH SUCH TEAMS, OR ANY FAMILY MEMBERS OF THE FOREGOING.

IF YOU MEET ALL OF THE ABOVE CRITERIA AND REGISTER FOR THE CONTEST, YOU ARE HEREBY DEEMED AN "ENTRANT" FOR PURPOSES OF THIS AGREEMENT. IF YOU DO NOT MEET THE ABOVE CRITERIA, YOU ARE NOT ELIGIBLE TO ENTER THE CONTEST OR TO WIN A PRIZE. If you reside in the States of Alaska, Connecticut, Hawaii, Maryland, North Dakota, or Vermont, you are not eligible to participate in this Contest. 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 professional teams in any pro league for a game created by Hi-Rez, 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. Limit one entry per person. In the event of any dispute, entries will be deemed to have been submitted by the individual named in the registration.

**2. DISCLAIMER.**

Hi-Rez, all participating sponsors and any of their respective parent companies (including without limitation Hi-Rez Studios, Inc.), 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. REGISTRATION.

Registration for the Contest shall commence upon March 8, 2017, and continue through and including April 10, 2017 (the "Deadline"). For purposes of this Contest, a calendar day is defined as beginning at 12:00 am (ET) and ending at 11:59 pm (ET).

### 4. HOW TO ENTER; RESTRICTIONS.

a. Initial Sign Ups. If you are a qualified entrant based on the terms set forth herein, you may sign up to enter the Contest online at <<http://thecaster.tv>> (the "Website"). Participants will be required to provide certain identifying and contact information in order to sign up. Hi-Rez will accept Entrants who sign up and meet all the eligibility criteria and other requirements set forth herein and at the Website (the "Confirmed Entrants").

b. Video Submission. Confirmed Entrants must submit a video ("Video Submission") under 1 minute in length describing why they should be selected to be a contestant on The Caster on <https://www.youtube.com/> ("YouTube") or <https://www.vimeo.com> ("Vimeo"). The video must be either "unlisted" or "public" on YouTube or Vimeo. Videos over 1 minute will not be accepted or reviewed. A Confirmed Entrant's video must be received by April 10, 2017 to be eligible.

c. Video Requirements. As a participant in the Contest, you must comply with certain restrictions set by Hi-Rez to provide a safe and appropriate environment for everyone entering the Contest, including, without limitation, the following:

i. Videos must be in the English language and be audible and intelligible throughout the full video, we reserve the right to exclude videos that we cannot understand because they are inaudible, garbled, or for other reasons;

ii. Videos may not contain any materials or content that infringe or violate the copyright or other intellectual property rights of Hi-Rez or others;

iii. Physical stunts and violence are prohibited;

iv. Participants are discouraged from spending significant money in preparing their videos;

v. Advertisements and marketing are prohibited;

vi. Participants may not offer anything in exchange for winning;

vii. Videos should not be materially the same video that an entrant used to enter a previous contest;

viii. Participants must not use or be under the influence of alcohol or illegal substances;

iv. Videos may not contain any spyware, adware, spoofing, phishing, or violate the terms of service, terms of use, privacy policy, or guidelines of any website or any person (whether owned or controlled by Hi-Rez, its affiliates, or third parties) or contain downloadable programs or executables that contain viruses, worms, Trojan Horses, or any other destructive features that violate the rights of third parties, including redirection to unwanted websites, modification of browser settings interference with site navigation, or accessing data; and

vi. Participants may not do or say and videos may not contain content or materials of anything illegal, obscene, profane, defamatory, misleading, libelous, hateful (including using hate symbols (even if historical)), abusive, harassing, likely to cause disparagement to any person, indecent, offensive, threatening, or otherwise inappropriate as determined by Hi-Rez in its sole discretion. Nudity and sexual conduct or content of any kind, or any material harmful or indecent for minors, are expressly prohibited.

HI-REZ RESERVES THE RIGHT TO REJECT VIDEOS FOR OTHER REASONS IN ITS SOLE REASONABLE DISCRETION TO PRESERVE THE FAIRNESS, QUALITY, NATURE, INTEGRITY, SAFETY, PROPRIETY AND SPIRIT OF THE CONTEST.

## **5. JUDGING OF VIDEO SUBMISSION AND SELECTION OF CONTESTANTS.**

Judging of Video Submissions will occur between April 10, 2017, and April 15, 2016, or such other date as Hi-Rez may select in its sole discretion. Members of Hi-Rez's eSports Team and other Hi-Rez employees (selected by Hi-Rez) shall select ten (10) Video Submissions based on qualities such as originality, creativity, enthusiasm, overall presentation and quality and other characteristics as determined by the judges in their sole discretion. The ten (10) contestants submitting such Video Submissions (each a "Selected Contestant" and collectively the "Selected Contestants") will be contacted on or about April 15, 2017, or such later date as Hi-Rez may determine in its sole discretion. The decision of Hi-Rez is final. To confirm their position as a Selected Contestant, potential contestants should follow the instructions provided to them by Hi-Rez. Hi-Rez may contact the Selected Contestants to confirm their availability and eligibility for the prizes. In the event Hi-Rez determines a potential contestant is unavailable or ineligible, Hi-Rez reserves the right to award the prizes to an alternate Confirmed Entrant. Participants agree to not disclose that they were contacted as a potential contestant if they are determined unavailable or ineligible.

## **6. HI-REZ'S RIGHT TO DISQUALIFY.**

If Hi-Rez believes a Confirmed Entrant or a Selected Contestant do not comply with these rules or any other applicable terms and conditions, Hi-Rez reserves the right in its sole discretion to disqualify any such person at any time. In the event that a Selected Contestant 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 Confirmed Entrants.

## **7. THE CASTER FILMING.**

a. Selected Contestants must be able to participate in a video shoot presently scheduled to begin on May 15, 2017, through and including May 21, 2017, in Alpharetta, Georgia at a location to be identified by Hi-Rez in its sole discretion (the "Video Shoot"). Hi-Rez may, in its sole discretion, adjust the starting and ending dates of the Video Shoot. During the Video Shoot, Contestants will be required to compete in challenges which will produce a sole winner by the end of the video shoot. Contestants may be required to fully sign and complete an affidavit and release form prior to their participation in the video shoot. Contestants are required to not disclose the results of the Video Shoot between the taping of the Video Shoot and its public airing.

b. Contestants shall receive one (1) expense paid trip to Alpharetta, Georgia, on or about the dates set forth above to participate in the video shoot, which expenses will cover the following:

i. Airfare. Roundtrip airfare for the Contestant. Hi-Rez will attempt to work with the Prize Winner to select a convenient flight(s), but reserves the right to select the flights. Hi-Rez will book the airfare, which will be domestic 'coach' on a carrier selected by Hi-Rez.

ii. Hotel. One hotel room in the Alpharetta area for eight (8) nights (May 14<sup>th</sup> to 22<sup>nd</sup>, 2017). Hi-Rez will select the hotel and may in its sole discretion elect to book more than one (1) Contestant in each hotel room.

iii. Food and Transportation. Transportation between the airport, hotel, and Hi-Rez's filming location for the duration of the video shoot. Three (3) meals each day will be provided by Hi-Rez.

## **8. PRIZES.**

The Selected Contestants will be judged based on their performance in the Video Shoot. Members of Hi-Rez's eSports Team and other Hi-Rez employees (selected by Hi-Rez) shall select one (1) winner, from the Selected Contestants, to be announced after the conclusion of the Contest, on such other date as Hi-Rez may determine in its sole discretion. Selection will be made based on qualities such as originality, creativity, enthusiasm, overall presentation and quality and other characteristics as determined by the judges in their sole discretion.

a. Winner. The winner of the Video Shoot segment of the Contest (the "Prize Winner") will receive the following prizes:

i. Prize Money. Ten Thousand U.S. Dollars (\$10,000) payable to the Prize Winner.

ii. Hi-Rez Expo 2018. Prize Winner will be invited to participate in the 2018 Hi-Rez Expo, or such other event as Hi-Rez may designate, in a capacity determined by Hi-Rez.

b. Other Categories. Hi-Rez may include additional prizes in the Contest for qualified entrants at any time, in its sole discretion, with or without notice.

c. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. ANY PERSON WINNING OVER \$600 IN PRIZES DURING ANY ONE YEAR PERIOD WILL RECEIVE AN IRS FORM 1099 AT THE END OF THE CALENDAR YEAR, AND A COPY OF SUCH FORM WILL BE FILED WITH THE INTERNAL REVENUE SERVICE OF THE UNITED STATES OF AMERICA.

d. All prizes will be awarded. Prize Winners may need to (i) execute an affidavit of eligibility, (ii) confirm availability, (iii) execute a non-disclosure agreement and a release, and/or (iv) take such other actions or sign such other agreements as Hi-Rez may reasonably require in connection with its fulfillment of the prizes, 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 two (2) calendar days after delivery of notification will be forfeited and may be awarded to an alternate winner. Prizes are not transferable. Prizes must be collected and/or used during times as Hi-Rez may designate. 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. 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). The prizes are not transferable. Prizes are subject to verification of eligibility, compliance with these rules, and any other applicable terms and conditions in Hi-Rez's sole discretion.

## **8. USE OF ENTRIES & LIKENESS.**

You hereby agree that in consideration of your being allowed the chance to enter the Contest, Hi-Rez shall have the perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license and right to use your video submission or any portion thereof, as well as any pictures, or video or audio recordings of you during your participation in the Contest, your name, alias, picture, likeness, voice, biography, statement, and/or any and all other personal indicia, identifying characteristics, or information supplied by you or taken during the Contest (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 and other documents) reasonably requested by Hi-Rez to effect, perfect, or confirm Hi-Rez's rights as set forth in this Section 8.

## **9. 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://www.hirezstudios.com/legal>>. 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 news with Hi-Rez, and to associate your name and/or alias with your submission in promotional materials for the Contest, or future versions of the Contest in subsequent years (e.g. the 2018 version of The Caster) or our other events or contests. As stated above, the contest is not open to anyone under the age of majority. In the event that Hi-Rez becomes aware that you are under the age of majority, 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 pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Hi-Rez Productions, 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 "2017 The Caster Contest--Personal Data," c/o Hi-Rez Productions, 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 Contest if you withdraw your personal data prior to the determination and fulfillment of the prizes listed in Section 4 herein.

## **10. GENERAL RELEASE.**

By entering the Contest, you release Hi-Rez and its participating sponsors, and any of their respective parent companies (including without limitation Hi-Rez Studios, Inc.), 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.

**11. 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, a nondisclosure agreement, and a release of liability.

**12. WINNERS LIST; RULES REQUEST.**

For a copy of the winner list, send a stamped, self-addressed, business-size envelope after January 31, 2018 and before May 31, 2018 to Hi-Rez at the following address: "2017 The Caster Contest --Winners List," c/o Hi-Rez Productions, 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 to Hi-Rez at the following address: "2017 The Caster Contest--Rules Request," c/o Hi-Rez Productions, 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.

**13. 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 Productions, "2017 The Caster Contest," c/o Hi-Rez Productions, 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.

**14. SPONSOR.**

Hi-Rez Productions, 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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