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**2016 SMITE® Community Skin Concept  
Contest Official Rules**

Thank you for your interest in the 2016 SMITE Community Skin Concept Contest (the "Contest"). We appreciate that you share our excitement for Hi-Rez characters and the supporting community. Hi-Rez Studios, Inc. ("Hi-Rez") is committed to providing a safe and fun experience for Contest participants. Consequently, we require 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, ARE:

a. RESIDENTS OF THE UNITED STATES, ARGENTINA, AUSTRALIA, AUSTRIA, BELARUS, BELGIUM, BELIZE, BOLIVIA, BULGARIA, CHILE, CANADA, 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;

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

c. NOT A RESIDENT OF THE PROVINCE OF QUEBEC, CANADA, THE AUSTRALIAN STATES OF NEW SOUTH WALES OR THE AUSTRALIAN CAPITAL TERRITORY;

d. AT LEAST THIRTEEN (13) YEARS OF AGE OR OLDER AS OF MARCH 25, 2016;

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

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

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 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 Contest rules with your entry, and that such agreement constitutes acceptance of these Contest rules on behalf of you and themselves, you may participate in the Contest. If you reside in the Province of Quebec in Canada, or New South Wales or the Australian Capital Territory in Australia, 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 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 owner of the email address from which the email was sent.

## **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. REGISTRATION.**

Registration for the Contest shall commence upon March 31, 2016, and continue through and including April 13, 2016 (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. PRIZES.**

Contest winners (collectively, the "Prize Winners") will be selected as follows:

a. Skin concepts submitted with eligible entries will be reviewed by a panel of Hi-Rez employees.

b. Ten (10) entries will be chosen by Hi-Rez for further consideration (collectively, the "Finalists"), and will be posted on a website of Hi-Rez's choosing on April 16, 2016. Users will be allowed to vote for their favorite skin concepts from the time the Finalists are announced through and including April 18, 2016. Ten (10) winners will be chosen based on the votes received and announced online, where such winners will receive the following prizes:

i. Grand Prize Winner. One (1) entrant will be announced by Hi-Rez as the "Winner," to receive (i) Two Thousand (2,000) "Gems" (herein defined as the proprietary in-game currency for the video-game SMITE), (ii) Fifty (50) codes for the character skin once it is released in SMITE, (iii) one (1) copy of the skin unlocked on the Winner's SMITE account for each platform on which the entrant has a personal SMITE account (i.e., PC, Xbox One, and Playstation 4), (iv) credit for the skin concept, and (v) an interview with Hi-Rez to be published at Hi-Rez's sole discretion on Hi-Rez's website for SMITE.

ii. Runner-up. Nine (9) entrants will be announced by Hi-Rez as a "Runner-up," each to receive One Thousand Two Hundred (1,200) Gems.

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

d. All prizes will be awarded. Prize Winners 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; SKIN CONCEPT RESTRICTIONS.

a. Initial Sign Ups. If you are an Entrant based on the terms set forth herein, you may sign up to enter the Contest online at <<http://www.smitegame.com/smite-second-birthday/>>. You may only submit one (1) entry per person, and one (1) character costume change design per entry (the "Skin Concept"). Hi-Rez reserves the right to disqualify any person who submits multiple entries to the Contest. Hi-Rez will accept Entrants who sign up and meet all the eligibility criteria and other restrictions set forth herein.

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

i. The Skin Concept 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 Skin Concept 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 Skin Concept 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 Skin Concept must be authorized, which means that you must have the legal right and any and all permissions necessary to submit the Skin Concept into the Contest. By submitting the Skin Concept, you hereby represent that you have all rights necessary to distribute the Skin Concept 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 Skin Concept 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 Skin Concept 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 Skin Concept, you represent and warrant that: (A) you are the sole and exclusive creator and owner of the Skin Concept, and any and all rights related thereto; (B) you have the full and exclusive right, power, and authority to submit the Skin Concept to Hi-Rez upon the terms and conditions set forth herein; (C) no rights in the Skin Concept have previously been granted to any person or entity, or otherwise exercised or exploited; (D) the Skin Concept 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 Skin Concept 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 understand and agree there is a limit of one (1) Skin Concept per Entrant. Each Skin Concept must be unique, and you cannot submit the same Skin Concept more than once. If you attempt or are suspected of attempting (in the sole discretion of Hi-Rez) to circumvent this limitation or any other restriction by any means, including, without limitation, making multiple submissions, you may be disqualified from the Contest. Any duplicate or materially similar Skin Concepts will be disqualified. In the event that the same Skin Concept is received from more than one (1) Entrant, the Skin Concept will be deemed to be submitted by the first Entrant from whom the Skin Concept was received. In the event that more than one (1) Skin Concept is received from a single Entrant, only the first Skin Concept received will be accepted.

## **6. SELECTION OF CHARACTER AND THEME.**

Prior to the start of the Contest, Hi-Rez will select a character and a theme for the Skin Concepts. Character selection will take place beginning on March 25, 2016, through and including March 27, 2016. Theme selection will take place beginning on March 28, 2016, through and including March 30, 2016. Upon the selection of character and theme by Hi-Rez, an announcement will be made on various social media channels (e.g., the SMITE subreddit or the SMITE Facebook page) prior to the first date entries are accepted for the Contest.

## **7. CONTEST RULES.**

Judging will occur between April 14, 2016, through and including April 15, 2016. Hi-Rez shall, at its sole discretion, appoint a panel of judges to select Prize Winners based on originality, design, and presentation. Prize Winners will be announced in a blog entry on the official SMITE eSports website <<http://www.smitegame.com>> on April 19, 2016. The decision of Hi-Rez is final. To claim the applicable reward, Prize Winners should follow the instructions provided to them by Hi-Rez.

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

If Hi-Rez believes that the Skin Concept does not comply with these rules or any other applicable terms and conditions, or that the Skin Concept 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 Skin Concept 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.

## **9. USE OF ENTRIES.**

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 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 and other documents) reasonably requested by Hi-Rez to effect, perfect, or confirm Hi-Rez's rights as set forth in this Section 9.

## **10. 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 news with Hi-Rez, and to associate your name and/or alias with your submission in promotional materials for the Contest 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 Contest, 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 "2016 SMITE Skin Concept Contest--Personal Data," c/o Hi-Rez Studios, 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.

## **11. GENERAL RELEASE.**

By entering the Contest, 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 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.

## **12. 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.

## **13. WINNERS LIST; RULES REQUEST.**

For a copy of the winners list, send a stamped, self-addressed, business-size envelope after January 31, 2016 and before May 31, 2016 to Hi-Rez at the following address: "2016 SMITE Skin Concept Contest -- Winners List," c/o Hi-Rez Studios, 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: "2016 SMITE Skin Concept Contest --Rules Request," c/o Hi-Rez Studios, 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.

## **14. 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 Studios, "2016 SMITE Skin Concept Contest," c/o Hi-Rez Studios, 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.

**15. 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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