

2022 Hi-Rez Art Show Bob Ross Contest Official Rules

IMPORTANT LEGAL NOTICE!

NO PURCHASE OR PAYMENT OF ANY KIND IS REQUIRED TO ENTER OR WIN THIS SKILL-BASED CONTEST. MAKING A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Please read the following Official Rules ("Rules") carefully before participating in the 2022 "Hi-Rez Art Show Bob Ross Contest " (the "Contest"), in connection with the online 2022 Hi-Rez Showcase, scheduled to take place in June 22, 2022 (the "Event"). By participating in the Contest, you confirm that you have read and agree to be bound by these Rules and represent that you satisfy all eligibility requirements for the Contest.

1. Eligibility.

To enter this Contest, you must be (i) at least 18 years of age; and (ii) the age of majority in your jurisdiction of residence. The Contest is void in in territories prohibited by any applicable sanctions programs administered and enforced by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury (including but not limited to Iran, Iraq, North Korea, Sudan, or Syria), the Province of Quebec, and where otherwise prohibited or restricted by law. Employees, directors, and officers of Hi-Rez Studios, Inc. ("Sponsor") or any of its affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate family members of each of the foregoing and members of the same household of each of the foregoing (whether related or not) are not eligible to participate in the Contest or win any prizes. All applicable federal, state, and local laws and regulations apply. Void where prohibited.

IF YOU MEET ALL OF THE ABOVE CRITERIA AND REGISTER FOR THE CONTEST, YOU ARE HEREBY DEEMED A "CONTESTANT" FOR PURPOSES OF THESE RULES. IF YOU DO NOT MEET THE ABOVE CRITERIA, YOU ARE NOT ELIGIBLE TO PARTICIPATE OR WIN A PRIZE. SEE ENTRY DETAILS BELOW.

2. How to Participate.

Overview of Process. To enter the Contest, you must post one (1) Bob Ross-Inspired Smite fan art piece on Twitter. You may only enter one (1) art submission and obtain one (1) entry into the Contest. Two rounds of judging will be applied to determine the winners. Registration and participation are described in more detail below.

Stage 1. Submission:

You may submit your Bob Ross-Inspired SMITE fan art by posting your entry on Twitter, between 10:00:01 a.m. Eastern Time ("ET") on May 17th, 2022 and 11:59:59 p.m. ET on June 6th, 2022 ("The Entry Period") by following the registration instructions provided below:

As part of your registration, you will be required to (a) follow @HiRezArtShow and @SMITEGame, (b) Publicly post one (1) art submission to Twitter ("Submission"), and (c) tag @HiRezArtShow and @SMITEGame in your post to be considered valid entry:

Stage 2. Preliminary Judging:

All Submissions to this contest will be reviewed upon entry to ensure compliance with the Entry Requirements provided in section 3. Preliminary judging will take place between June 7-8, 2022 ("Preliminary Judging Period")

Stage 3. Final Judging:

Finalists will have their Fan Art Submissions showcased during the Hi-Rez Art Show. See Rule 4 below for details on judging and selection of winners.

3. Entry Requirements:

All Art Contest submissions: (a) be the exclusive original work of the entrant; (b) be in keeping with the Sponsor's images, (c) not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon the rights

of any person or entity, including but not limited to copyright, trademark, privacy or publicity, (d) not contain any commercial/corporate advertising, including but not limited to corporate logos, brand names, slogans, or copyrighted content, other than the Sponsor's, in a manner that could be deemed infringing; and (e) not depict any conduct or content that is unsafe, immoral, obscene or otherwise inappropriate as determined by Sponsor in its sole and absolute discretion. Each entrant further represents and warrants that it has permission from any and all recognizable persons depicted in a photo or video and agrees, upon request, to furnish written proof of such permission. Failure to meet any of the requirements above, or to otherwise comply with these Official Rules, may result in disqualification.

In addition, Contest Submissions must meet each of the following requirements:

- A. Submissions must be based on Hi-Rez's interactive game franchise *SMITE*.
- B. Submissions must take inspiration from or incorporate themes used and seen in the works of Bob Ross.
- C. Submissions may not feature nudity, hate symbols, signs offering services or making requests for physical contact, uniforms which could be confused with law enforcement, or other official authorities, or any other offensive or inappropriate content as determined by Sponsor in its sole discretion.

4. Judging/Winner Selection.

A panel of judges will evaluate eligible submissions in each round based on the Judging Criteria. See details on each round below. Judges' decisions are final and binding on all matters relating to the Contest.

Stage 1: All eligible Submissions posted during the Entry Period will be screened for compliance with Submission Requirements provided in section 2, Stage 1. Those who have submitted their Entry by following the Registration Instructions are eligible to move forward to the second round of Judging.

Stage 2: All eligible Submissions will be judged by a panel of judges using the Entry Requirements, to determine which submissions are eligible to move forward to the Final Judging Round.

Stage 3: All eligible Submissions will be presented in the Hi-Rez Art Show during which they will be judged by a panel of judges based on the Judging Criteria.

Judging Criteria: The judges will evaluate Submissions based on the following criteria: clarity, relevancy to the topic, and a fun captivating art style. ("Judging Criteria").

5. Prizes.

One (1) Winner will be selected to receive the following prizes:

- Bob Ross Master Paint Kit (\$225 Retail Value, includes shipping)
 - Bob Ross Master Paint Kit contains the following: 8 Bob Ross Oil Paints: Bright Red, Phthalo Blue, Midnight Black, Alizarin Crimson, Cadmium Yellow, Van Dyke Brown, Titanium White, Sap Green (1.25 oz. each), 1" Brush, 2" Brush, Large Fan Brush, Liner Brush, Large Painting Knife, Liquid White ... PLUS! ... a 16" x 20" Bob Ross Canvas, the Bob Ross Clear Plastic Palette, 32 oz. Bob Ross Odorless Thinner and how-to instruction booklet for a beautiful Bob Ross mountain scene!
- Bob Ross Certified Instructor (CRI®) Virtual Class (\$200 Retail Value)
 - Ted Simpson, CRI® has been a fan of Bob Ross since he was young. Ted is based out of Detroit, MI, and travels around the country hosting painting workshops. Inspired by Bob to study art in college, Ted continues to follow in Bob's footsteps with the same passion for nature and the desire to capture it on canvas. A Certified Ross Instructor since 2017, Ted strives to inspire new students to start their own art journeys. He'll teach a three-hour virtual class and you'll finish a ready-to-frame Bob Ross Style masterpiece in just one sitting!

The potential winner will be announced on June 22, 2022 during the Hi-Rez Art Show. The potential winner will also be contacted on or about June 22, 2022 via the Twitter handle they used to submit their entry. No liability is assumed for any notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification or follow instructions therein by the deadline provided (or if no deadline is provided, then within 14 calendar days of such notification) may result in disqualification and selection of an alternate winner. Further, if any potential winner is found to be ineligible, or if he or she has not complied with these Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. The winner may be required to execute a Declaration of Eligibility, a Liability Release, and a Publicity Release (where legal) if not already completed earlier as part of the winning process.

ANY APPLICABLE TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prizes returned as undeliverable may be forfeited and may be awarded to an alternate winner. Prizes are non-transferable and no substitution of the prize is offered, except at the sole discretion of the Sponsor.

6. Publicity/Usage Rights.

By entering, you warrant and represent that your Submission has been created by you as an original work, and you further acknowledge and agree that, to the extent permitted by law, Sponsor (and those acting with its authorization) may copy, reproduce, edit, broadcast and otherwise use any of your submissions as part of this Contest, including images, videos, or other representations of your Submission and the presentation of it in any way in any medium whether now existing or later discovered, worldwide, in perpetuity, including but not limited to posting online on Sponsor's social media pages, without consideration to you.

By entering, you warrant and represent that (i) all statements made in the registration and entry process are true, accurate, and complete; (ii) the Submission is unique to you and was created solely by you and no one else has any right, title, or interest in and to the submission and its contents; and (iii) nothing in your Submission infringes or violates any patent, trademark, copyright, trade secret, or other right of any other party.

Except where prohibited, participation in the Contest and/or receipt or use of any prize further constitutes the winner's consent for use of his/her/their name, likeness, voice, opinions, statements, biographical information, and/or hometown and state for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration (unless prohibited by law).

7. Data.

By entering the Contest, you hereby acknowledge that you will be submitting information about yourself to the Sponsor in the United States, and you agree to Sponsor's collection and use of any personal information you submit, all of which is subject to Sponsor's privacy policy at <https://www.hirezstudios.com/legal/>. Information you submit will only be used for administration of the Contest unless you provide consent for other use of such information.

8. Release of Liability.

BY ENTERING THE CONTEST, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU RELEASE SPONSOR AND ITS PARTICIPATING PARTNERS, JUDGES, AND THE VENUE AND ANY OF THE FOREGOING'S 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. Notwithstanding the foregoing, nothing herein

limits or excludes the liability of the Released Parties for fraud or for death or personal injury caused by the negligence of the Released Parties where such a release is prohibited by law.

By entering the Contest, you further agree that, to the extent permitted by law (a) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prize awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (c) under no circumstances will you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses. These rules and any disputes relating hereto are governed by the internal laws of the State of Georgia, USA without regard to principles of conflicts of laws, and by entering, you consent to the exclusive jurisdiction of the state and federal courts in the State of Georgia, USA for resolution of any disputes relating to the Contest and waive any objection thereto. ***For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.***

9. Miscellaneous.

You are responsible for having access to a computer or mobile device with internet access to participate in this online Contest. No responsibility is assumed for any damage to your mobile device or computer system which is occasioned by participating in the Contest, or for any computer system, mobile device, hardware, software or program malfunctions, or other errors, failures or delays. Without limiting the generality of the foregoing, no responsibility is assumed for incomplete, illegible, misdirected, misprinted, forged, tampered with, altered, late, lost, damaged, or stolen submissions, prize notifications or other Contest materials, all of which are void; or for lost, interrupted, inaccessible or unavailable networks,

servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, may be disqualified, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

Sponsor reserves the right to modify, extend, suspend, or terminate the Contest, in whole or in part, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein, including but not limited to acts of war, government, terrorism, disease, or other causes beyond the control of the Sponsor whether similar or dissimilar to the ones mentioned here. If the Contest is terminated before the designated end date and time, Sponsor will (if possible) select winner from all eligible, non-suspect entries unaffected by the problem.

10. Sponsor.

Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America.

Bob Ross, Inc., 13882 Park Center Rd, bldg. 5, Herndon, Virginia 20171, United States of America

11. Winners Names.

For the winners' names, send an email to contests@hirezstudios.com with the subject line "2022 Hi-Rez Art Show Bob Ross Contest Winner List." All requests must be received by September 31, 2022.

