

GlitchCon: Kenny Beats Battle Extravaganza Official Rules

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. The “GlitchCon: Kenny Beats Battle Extravaganza” (the “**Contest**”) is intended only for legal residents of the fifty (50) United States and the District of Columbia, Canada (excluding residents of Quebec), European Union, the United Kingdom, Israel, Romania and New Zealand (the “**Territory**”) who are 18 years of age or older and have reached the age of majority under the laws of the jurisdiction in which they reside, and are invited to participate by the Sponsor (“**Entrants**”). Do not attempt to enter the contest unless you are eligible.

2. DESCRIPTION. The Contest takes place online. To enter, eligible Entrants will compete in a livestream production of the Contest on Twitch.tv on or about November 14, 2020 (the “**Event**”). By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Twitch Interactive, Inc., 350 Bush St. 2nd Floor, San Francisco, CA 94104 USA (the “**Sponsor**”), whose decisions shall be final and legally binding in all respects. The Sponsor can be contacted via email at contests@twitch.tv. The Contest will flow as follows:

- **Performance:** All Entrants must participate in the livestream of the Event, which is currently scheduled to take place on November 14, 2020. Each Entrant will appear and participate using Entrant’s own or a third party’s technical equipment and services, and will stream themselves creating an original beat using samples as provided by the Sponsor (the “**Performance**”), which will determine the Contest winners.
- **Community Voting:** After all Performances, Twitch users will have the opportunity to cast one (1) vote for the Entrant that they believe has the most public appeal. Voting will open after all Entrant’s have performed and close four minutes thereafter (the “**Voting Period**”). At the end of the Voting Period, the top three (3) Entrants based on votes will advance to the Judging phase. The other Entrants will be eliminated from the Contest.
- **Judging:** The top three (3) Performances will be judged in this phase, and will be evaluated by an independent Sponsor-selected judging panel according to the Judging Criteria set forth in Section 8. The Entrant the highest rank will be selected as the winner, pending eligibility verification as described below.
- **Winner Announcement:** The winner of the Contest will be announced at the end of the Event.

3. ELIGIBILITY. Entrants must meet the age and country eligibility requirements set forth in Section 1 above, and be invited to participate by Sponsor. **Entrants must attend the Event to be eligible to win this Contest.**

Each Entrant must have a valid Twitch account; Twitch accounts are free and may be obtained by logging on to www.Twitch.tv and following the onscreen prompts to create an account. In the event of a dispute as to the identity of a winner, the winner will be deemed the natural person who opened the Twitch account associated with the applicable entry, as long as such person is otherwise eligible.

Officers, directors and employees of the Sponsor, any fulfillment coordinator, and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and promotion and advertising agencies involved in the Contest are not eligible to participate in the Contest. Immediate family and household members of such individuals are also not eligible to participate. For purposes of the Contest "household members" shall mean those people who share the same residence at least three months a year and "immediate family members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Void where prohibited.

4. PERFORMANCE REQUIREMENTS. Entrants must adhere to the following requirements for the Performance:

- The Performance must be in compliance with Twitch’s [Terms of Service](#) and [Community Guidelines](#). Failure to comply may result in disqualification from the Contest.
- The Performance must NOT contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, unnecessarily violent, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), cultural appropriation, illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing.
- Entrants must provide upon request all appropriate clearances, permissions and releases for the Performance (in the event an Entrant cannot provide all required releases within a reasonable time following Sponsor’s request, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Performance, or seek to secure the releases and clearances for Sponsor’s benefit, or otherwise allow the applicable Performance to remain in Contest);

- The Performance must not contain negative depictions or references to or disparaging remarks by or about any third party including but not limited to the Sponsor, the “Released Parties” (as defined below) or any of the products and/or services of any of the foregoing, Sponsors’ competitors, or any other people, media properties, businesses, corporations or trademarks.

Entrants who make Performances that violate any of these requirements, as determined by Sponsor in its sole and absolute discretion, may be deemed ineligible and their Performance may be void at the Sponsor’s sole discretion. ELIGIBLE ENTRANTS MUST PARTICIPATE IN THE EVENT IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.

The Sponsor’s database clock will be the official time keeper for this Contest. In the event a dispute regarding the identity of the individual who actually participated and provided the Performance cannot be resolved to Sponsor’s satisfaction, the affected Performance may be disqualified. The Sponsor shall not be responsible for incorrect or inaccurate entry information whether caused by individuals or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing or transmission of the Performances. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Performances.

IMPORTANT NOTE: Any Entrant who incorporates any intellectual property or material owned by a third party into their Performance does so at their own risk. Without in any way limiting, expanding or amending the Terms of Service residing on <https://www.twitch.tv/p/legal/terms-of-service> which Terms of Service shall remain in full force and effect, if Sponsor is duly notified that any element of a Performance infringes upon the rights of another person and/or receives a legally valid request to remove the affected Performance from the Website because of such infringement, such Performance may be removed from the Website and/or disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no Entrant will be eligible to participate in the Contest unless Sponsor determines, in its sole and absolute discretion, that such Entrant’s Performance has been or can be sufficiently cleared for legal purposes.

Participation in the Contest constitutes Entrant’s understanding of, full and unconditional agreement to, and acceptance of these Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor’s decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally.

5. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each Entrant represents and warrants as follows: (i) the Performance will be the Entrant’s own original and non-commercial work, and for which Entrant owns or control all rights necessary to share the Performance on Twitch, including the rights to the recording, performance, and to any underlying music and lyrics; (ii) the Performance will not violate any applicable laws, and will not be defamatory or libelous; (iii) the Performance will be in compliance with the Sponsor’s [Terms of Service](#); (iv) the Performance will not violate or infringe upon any rights or interests of any third party, and will not give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; and (v) Entrant will not use the Performance for any purpose other than creation and submission in accordance with these Official Rules, including without limitation, use in or in connection with any commercial endeavor.

To the fullest extent permitted by law, each Entrant hereby agrees to indemnify and hold the Sponsor, and each of its parents, affiliates, subsidiaries, successors, assigns and licensees, and each of their respective employees, members, officers, directors, contractors, agents and representatives (collectively, the “**Released Parties**”) harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or allegation that, if true, would constitute a breach of any of the warranties, representations, covenants or obligations of Entrant hereunder, or from Entrant participating in the Contest.

6. DATES & DEADLINES/NUMBER OF ENTRANTS: Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. There will be nine (9) Entrants who will participate in the Contest.

7. ENTRANT’S APPEARANCE. Each Entrant agrees that Sponsor or its designee may film, photograph and otherwise record Entrant’s name, voice, likeness, appearance, actions, conversations and characteristics/mannerisms throughout the entire Event (collectively, the “**Appearance**”). The personal data of the Entrant will be used in accordance with Sponsor’s privacy policy located at <https://www.twitch.tv/p/legal/privacy-policy/>. Entrant should assume that all actions and statements

of Entrant during Entrant's participation in Contest-related activities are being recorded at all times. Entrant hereby specifically agrees and consents to such filming. Entrant acknowledges that there is no employment relationship between Entrant and Sponsor and all services provided by Entrant are voluntary. Entrant further agrees to cooperate fully with Sponsor in obtaining access to, and if necessary releases from, other persons involved with Entrant, including but not limited to Entrant's guests, parents, siblings, boyfriend/girlfriend and friends. This is a non-union Agreement. Entrant acknowledges and agrees that the Appearance shall not be subject to any guild, union or other collective bargaining agreement. If and to the extent this Agreement is or becomes subject to any guild, union or other collective bargaining agreement, then each Entrant agrees that all union or guild fees that may be required in excess of any prize awarded hereunder shall accrue and be paid at the applicable union or guild minimum scale amount for such services.

8. COMPETITION FORMAT AND DESCRIPTION. The Contest is a beat making competition that will be streamed on www.twitch.tv. The Contest will take place on or about November 14, 2020, in a livestream production. Each Entrant will appear in the livestream of the Event and participate using Entrant's own or a third party's technical equipment and services, and will stream their Performance. The Contest will consist of two phases: (a) the Twitch community voting phase (the "**Public Voting Phase**"), and (b) the judging phase (the "**Judging Phase**").

Public Voting Phase. On November 14, 2020, during the Voting Period, Twitch users will have the opportunity to cast one (1) vote for the Entrant that they believe has the most public appeal, via the Twitch services. At the end of the Voting Period, the three (3) Entrants (the "**Finalists**") with the highest number of votes will advance to the Judging Phase. In the event of a tie between two (2) or more Entrants, all such Entrants will advance to the Judging Phase. If any potential Finalist is found to be ineligible, or if they have not complied with these Official Rules or declines to be a Finalist for any reason, such potential Finalist will be disqualified and an alternate potential Finalist may be selected.

Limit one (1) vote per person and per IP address for the duration of the Voting Period. Any suspected or deliberate attempt to manipulate or otherwise fraudulently tamper with the voting process may result in disqualification of any individual or Entrant, at the Sponsor's sole discretion.

Votes generated by script, macro, bot, commercial contest subscription, vote-swapping sites, voting software, entering service sites or any other automated means and votes by any means that subvert the voting process or do not conform to the spirit of these Official Rules will void the applicable votes and may disqualify the applicable Entrant. Entrants are prohibited from soliciting votes by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to members of the public (including, without limitation, offering to trade votes), as determined by Sponsor in its sole discretion, and all associated votes may be void and such Entrants may be disqualified. Any rankings or vote counts posted on the Twitch website are unofficial and should not be relied upon for any purpose. If attempts are made to vote in excess of the limitations set forth in these Official Rules and/or by means other than as specifically set forth in these Official Rules, Sponsor may, in its sole discretion, disqualify any related Entrant or votes. In the event that Sponsor determines that the user voting mechanism has been tampered with or otherwise manipulated, Sponsor reserves the right to cancel the Contest.

Judging Phase. At the end of the Public Voting Phase, a panel of qualified judges selected by Sponsor (the "**Judging Panel**") will evaluate each Performance of the Finalists based on the following criteria ("**Judging Criteria**"):

- Chord progression (musical composition) (34%)
- Use of samples (33%)
- Overall Creativity (33%)

The Finalist who receives the highest combined score will be deemed the winner of the Contest, subject to verification and compliance with these Official Rules. The decisions of the Sponsor and the Judging Panel are final and binding in all respects and are not subject to challenge or appeal. In the event of a tie determining the winner, the tie will be broken in favor of the Finalist whose Performance received the highest score for "Chord progression (musical composition)". If there is still a tie, the tie will be broken in favor of the Finalist whose Performance received the highest score for "Use of samples".

9. PRIZE. One prize (1) is available (the “**Prize**”), which consists of: (a) Ten Thousand U.S. dollars (\$10,000), and (b) a mix session with “MixedByAli”, to be streamed live on his Twitch channel. Total Approximate Retail Value (“**ARV**”) of the cash portion of the Prize is Ten Thousand U.S. dollars (\$10,000 USD) and the ARV of the mix session is priceless. Prizes will be delivered only to an address in the Territory. All taxes (including, without limitation, federal, state, provincial and local taxes) on or connected with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of respective winners. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. All prize details are at the reasonable discretion of the Sponsor. Prize winners cannot assign or transfer a prize to another person. If a prize cannot be awarded, a substitute prize of comparable or greater retail value may be awarded. The value of the prize represents Sponsor’s good faith determination of the maximum retail value thereof. No refunds or credits for changes are allowed. Other restrictions may apply. Sponsor will make cash prize payments through a process to be determined by Sponsor, in its sole discretion, with the following means of payment: ACH, PayPal, check, wire transfer, or other method of payment. Prize winners who are legal U.S. residents must provide Sponsor with their valid social security number or tax identification number before the prize will be awarded for tax reporting purposes and an IRS Form-1099 will be issued for the actual value of the prize received. The chances of winning depend upon the number and quality of eligible Performance. No skill-testing question is required because the Contest is skill-based.

The prize winners will be required to verify address within the time period directed by the Sponsor. Prizes will not be won, earned or awarded until any requested documentation is properly completed, executed, and returned. The winner may be required to execute an Affidavit of Eligibility, a Liability Release, and where imposing such condition is legal, a Publicity Release (collectively, the “**Prize Claim Documents**”). If a potential winner fails or refuses to sign and return all the Prize Claim Documents within ten (10) days after being notified that he or she has been selected as the potential winner (or a shorter time if required by exigencies), the potential winner may be disqualified and an alternate winner may be selected. Within sixty (60) days of receiving executed copies of all requested documentation, Twitch will deliver the applicable prize(s). If a prize goes unclaimed or a potential winner is found to be ineligible, or if they have not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and a runner-up for the applicable prize may be notified, at the sole discretion of the Sponsor.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

10. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF. Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Sponsor is not a confidential, fiduciary, or other special relationship, and that the Entrant’s decision to provide the Entrant’s Performance to Sponsor for purposes of the Contest does not place the Sponsor in a position that is any different from the position held by members of the general public with regard to elements of the Entrant’s Performance. Each Entrant understands and acknowledges that the Sponsor has wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Performance and/or each other in theme, idea, plot, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of Sponsor’s use of any such similar or identical material. Each Entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Performance. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor’s actual or alleged exploitation or use of any Performance or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and Entrant’s rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

11. RIGHTS IN PERFORMANCE.

Rights in Performance. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each Entrant into the Contest hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (the “**License**”) (but not the obligation) to reproduce, make public, publicly perform, stream, exploit, make derivative works of and otherwise use the Performance, in whole or in part, in the Contest and in connection with the marketing, advertising and promotion of the Contest, or any event organized by Twitch, such as TwitchCon, GlitchCon or

any future occurrence thereof, throughout the universe, in perpetuity in the United States, and outside the United States for five (5) years from the start of the Contest, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Performance for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives, to the extent permitted by applicable law, any and all so-called "Moral Rights" (as defined below) they may have therein, or (if waiver is not effective) irrevocably provides their consent for the Sponsor to do any and all acts that may infringe, any and all such Moral Rights and refrain from exercising such rights against the Sponsor, to the extent permitted by applicable law. Sponsor shall have, to the extent permitted by applicable law, the right to freely assign its rights hereunder, in whole or in part, to any person or entity. The rights granted herein shall include, without limitation (i) all reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public; (ii) the right to adapt, rearrange, delete from, add to and or make changes to the Performance, and to use all or any part thereof in new versions, adaptations as Sponsor shall from time to time determine in its sole discretion; (iii) the right to authorize, prohibit and/or control the renting, lending, fixation, reproduction, importation and/or other exploitation of the Performance as may be conferred under any applicable laws, regulations or directives, including, without limitation, any treaty, European Union ("EU") directives and/or enabling or implementing legislation, or any law or regulation enacted by the member nations of the EU or any other jurisdiction; and (iv) all rights generally known as "moral rights" or "droit moral" rights (which shall include, without limitation, any similar or analogous rights under the applicable laws of any country of the world [including, without limitation, the so-called right of paternity (droit à la paternité), right of integrity [droit au respect de l'oeuvre], right of withdrawal [droit de retrait or droit de repentir] and/or right of publication [droit divulgation]) which the entrant may have in connection with the Performance (collectively, the "**Moral Rights**"). In addition to the fullest extent allowable under any applicable law, each Entrant hereby irrevocably waives or assigns to Sponsor Entrant's Moral Rights. Sponsor shall retain the rights granted in each Performance even if the Performance is disqualified or fails to meet the Performance Requirements or even if it determined that the Entrant who made the Performance is ineligible to enter the Contest.

Appearance. The Appearance and all of the other results and proceeds of each Entrant's activities in connection with the Contest, including without limitation any and all still photographs or video that Entrant shoots in the course of performing their Contest activities (collectively, the "**Results and Proceeds**") shall be deemed a work-made-for-hire for Sponsor specially ordered and/or commissioned by Sponsor for use in an audio-visual work, and therefore, Sponsor shall be the author and exclusive copyright owner thereof for all purposes throughout the universe. If under applicable law the foregoing is not effective to place authorship and ownership of the Appearance and the Results and Proceeds and all rights therein in Sponsor, then by way of assignment and transfer of present and future copyright and otherwise, each Entrant hereby irrevocably grants, transfers, sells and assigns to Sponsor, all right, title and interest therein. Entrant hereby irrevocably grants Sponsor, its designees, successors and assigns the sole and exclusive right to use the Results and Proceeds and a non-exclusive right to use any and all information supplied by or about Entrant, including biographical information and/or other materials Entrant may provide, as well as other information Sponsor may have received about Entrant from other sources, in and through any and all media, means, devices, processes and technology now known or hereafter devised, throughout the universe in perpetuity (or for the full duration of the right if a perpetual grant is not permitted under applicable law) for any purpose, including without limitation in and in connection with advertising, publicizing, marketing and promoting the Contest, the products and services that Sponsor owns or distributes, and the general goodwill of Sponsor. To the extent permitted under applicable law, Entrant hereby waives any right to inspect or approve the Appearance, or the uses to which any portion of the Appearance may be put. Entrant agrees that the Appearance may be cut, edited, rearranged, adapted, dubbed or otherwise revised or modified in any way by Sponsor in its sole discretion, and Entrant hereby waives, to the extent permitted by applicable law, any and all so-called Moral Rights they may have therein, or (if waiver is not effective) irrevocably provides their consent for the Sponsor to do any and all acts that may infringe any such Moral Rights however denominated in any jurisdiction of the world, to the extent permitted by applicable law. If under any applicable law such waiver or assignment of Moral Rights or consent is not effective, then each Entrant agrees to exercise such rights in a manner which will not have a material adverse effect upon the Contest or the exploitation of the Appearance and other Results and Proceeds. All rights granted or agreed to be granted to Sponsor shall vest in Sponsor immediately without reservation, condition or limitation and shall remain vested whether or not the Contest is terminated for any reason. Entrant shall not, under any circumstances, utilize the Results and Proceeds in any manner without obtaining the prior written approval of Sponsor.

12. RIGHTS OF SPONSOR. Sponsor shall have the right and sole discretion to edit, refuse to air or transmit or cease to air or transmit any Performance whatsoever which it finds to be in violation of the provisions hereof, do not fully comply with all of Sponsor's requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason. Sponsor also reserves the right to replace the winning Performance with the

Performance of an alternate eligible Entrant in accordance with these Official Rules if such Performance and/or Entrant is withdrawn from or removed from the Contest for any reason, including without limitation, Entrant's failure to have Prize Claim Documents executed as directed by the Sponsor or its agents. The Sponsor is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Performance creation. The Sponsor makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Performance. All statements and opinions made by Entrants are those of such Entrants only, and the Sponsor neither endorses nor shall be held responsible for the reliability or accuracy of same.

13. GENERAL TERMS AND CONDITIONS. Without limiting the generality of the foregoing, to the extent permitted by law, the Released Parties are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, release forms, declarations, or affidavits, or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Released Parties that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any grant or prize, including without limitation, personal injury, death and property damage arising therefrom to the extent permitted under applicable law; and (vii) claims based on publicity rights, defamation or invasion of privacy. Released Parties disclaim any liability for damage to any computer system, which is occasioned by participating in the Contest. Sponsor reserves the right, in its sole discretion, to adjust times and dates reflected in the Description Section of the Official Rules at any time and/or to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, epidemics, pandemics, and other events not within the reasonable control of Sponsor. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner(s) from all eligible, non-suspect Performances completed as of the date of the event giving rise to the termination. Sponsor reserves the right, at its sole discretion, to prohibit any Entrant from participating in the Contest or to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor may suspend or discontinue the Contest if, in its sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. RELEASED PARTIES SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

For entrants in the UK: Notwithstanding this Section 13, nothing in these Official Rules shall be construed to limit or exclude any liability of the Released Parties for fraud, death or personal injury caused by the Released Parties' negligence or any other liability the limitation of exclusion of which is prohibited by law.

14. DISPUTES. This Contest is governed by the internal laws of the United States and the State of California, without regard to any choice of law or conflict of law principles that would result in the application of any law other than that of the United States and California. As a condition of participating in this Contest, Entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Contest, shall be resolved individually through binding arbitration, without resort to any form of class action, in accordance with the arbitration provision set forth below. Without limiting the generality of the foregoing, any rights to which an Entrant is entitled to under laws which apply in the place where the Entrant resides, and which cannot be contracted out of, shall continue to apply.

15. ARBITRATION PROVISION. By participating in this Contest, each Entrant agrees that (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) the entrant may have against Sponsor arising out of, relating to, or connected in any way with the Contest, the awarding or redemption of any prize and/or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§

1-16; (3) the arbitration shall be held in San Francisco, California; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Terms and Conditions and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (8) if Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

16. PRIVACY NOTICE. All information that you provide in connection with the Contest will be treated in accordance with Twitch's [Privacy Notice](#).

17. WINNERS' LIST/OFFICIAL RULES. To obtain a copy of any legally required list of winners or a copy of these Official Rules, visit blog.twitch.tv no later than December 31, 2020. **For UK Residents Only:** If a winner objects to any or all of their name or county being published or made available, the winner should contact the Sponsor at contests@twitch.tv. For the avoidance of doubt, the Sponsor may share this information to comply with its regulatory obligations, including without limitation by providing this information to the UK's Advertising Standards Authority on request.

// End of Official Rules //