

**Twitch Chat's Choice Awards Co-Streamer Promotion
OFFICIAL RULES**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

1. **PROMOTION DESCRIPTION.** The Twitch "Chat's Choice Awards Co-Streamer" Promotion (the "**Promotion**") is scheduled to begin on September 3, 2020 at approximately 5:00pm Pacific Time ("**PT**") and end on September 3, 2020 at approximately 7:00pm PT (the "**Promotion Period**"). This Promotion consists of up to four (4) independent drawings (each a "**Drawing**" and collectively, the "**Drawings**") during the Twitch Chat's Choice Awards. The Drawings are scheduled to occur at the times set forth in Section 3 below. Entry in the Promotion does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Twitch Interactive, Inc., located at 350 Bush Street, San Francisco, California 94104 ("**Sponsor**"), which shall be final and binding in all respects.
2. **ELIGIBILITY.** This Promotion is open to the first Two Hundred and Fifty-Six (256) Twitch Partner Streamers or Twitch Affiliate Streamers who (i) co-stream the Chat's Choice Awards on their respective channels; (ii) install and use the Ctrl+ Extension during the co-stream to permit audience voting; (iii) are legal U.S. residents of the fifty (50) United States and District of Columbia; and (iv) are at least eighteen (18) years of age at the time of entry. Officers, directors and employees of Sponsor and its parents, subsidiaries and affiliates (all such individuals and entities collectively referred to herein as the "**Promotion Entities**"), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Promotion or win a prize. This Promotion is void where prohibited.
3. **HOW TO ENTER.** A series of up to four (4) Drawings are scheduled to take place during the live stream of the Chat's Choice Awards. During the Promotion Period, be one of the first Two Hundred and Fifty-Six (256) Twitch Partner Streamers or Twitch Affiliate Streamers to co-stream the Chat's Choice Awards on your channel with the Ctrl+ Extension. During the Chat's Choice Awards, there will be up to four (4) designated award polls ("**Polls**"). Each Drawing is associated with one of the Polls. The entry period for each Drawing will begin when voting for the corresponding Poll opens and will close when voting for the corresponding Poll closes (each, an "**Entry Period**"). To enter any of the Drawings, encourage your audience to vote in the Polls during your co-stream of the Chat's Choice Awards. You will receive one (1) entry into the applicable Drawing if least two (2) votes are cast in the applicable Poll using the Ctrl+ Extension from your channel (Streamers and Affiliates are permitted to cast one (1) vote of their own, which will count toward reaching the two (2) required votes per Poll).

Limit one (1) entry per person and/or Account per Drawing. Sponsor's tracking technology will determine whether a sufficient number of votes were cast during the applicable Entry Period. Proof of co-streaming is not considered proof of your entry into any applicable Drawing. Except as otherwise contemplated in these Official Rules, personal information collected in connection with the Promotion will be used in accordance with Sponsor's privacy policy located at <https://www.twitch.tv/p/legal/privacy-policy/>.

Entry must be made by the entrant, only through the method described in these Official Rules. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. Tampering with the entry process or the operation of the Promotion, the Polls or the Chat's Choice Awards, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human

error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. **WINNER SELECTION AND NOTIFICATION.** At the end of each Entry Period, a Drawing will be held. For each Drawing, up to three (3) winners will be randomly selected from all eligible entrants who were entered into the applicable Drawing. Each Drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. Each potential winner will be notified by Twitch Whisper and/or Twitch notification using the contact information associated with such potential winner's Twitch account. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond to the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and the corresponding prize may go unawarded.
5. **PRIZES/ODDS.** For each Drawing, up to three (3) prizes are available. The details of each prize are as follows:
 - For the first three (3) Drawings:
 - **First Prize:** Two Hundred (200) Gift Subs. The approximate retail value ("**ARV**") of this First Prize is Nine Hundred and Ninety-Eight U.S. dollars (\$998.00).
 - **Second Prize:** One Hundred and Twenty (120) Gift Subs. The ARV of this Second Prize is Five Hundred and Ninety-Eight U.S. dollars and Eighty cents (\$598.80).
 - **Third Prize:** Eighty (80) Gift Subs. The ARV of this Third Prize is Three Hundred and Ninety-Nine U.S. dollars and Twenty cents (\$399.20).
 - For the last Drawing:
 - **First Prize:** Four Hundred (400) Gift Subs. The ARV of this First Prize is One Thousand, Nine Hundred and Ninety-Six U.S. dollars (\$1,996.00).
 - **Second Prize:** Two Hundred and Forty (240) Gift Subs. The ARV of this Second Prize is One Thousand, One Hundred and Ninety-Seven U.S. dollars and Sixty cents (\$1,197.60).
 - **Third Prize:** One Hundred and Sixty (160) Gift Subs. The ARV of this Third Prize is Seven Hundred and Ninety-Eight U.S. dollars and Forty cents (\$798.40).

The total ARV of all prizes awarded in this Promotion is Nine Thousand, Nine Hundred and Eighty U.S. dollars (\$9,980.00). The odds of winning a prize in each Drawing depend on the number of eligible entries received in each instance.

6. **GENERAL PRIZE CONDITIONS.** Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. Prizes are non-assignable and non-transferable, in whole or in part. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotion materials are for illustrative purposes only. The actual prize may vary. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize will be allowed, except Sponsor reserves the right in its sole discretion to substitute a prize of comparable value if any prize listed is unavailable, in whole or in part, for any reason. The winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. The potential winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If a winner is under the age of majority in such winner's state of residence (a "**minor**"), at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner (or, in the case of a minor, such minor winner's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents by the

deadline specified in the prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE 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.

By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Promotion, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, social media tag, gamer tag, likeness, and biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, to advertise, market and promote Sponsor or the Promotion or other promotions worldwide and in all forms of media now known or hereafter developed, in perpetuity, without compensation, and each entrant and/or prize winner(s) hereby release the Promotion Entities from any liability with respect thereto.

7. **GENERAL LIABILITY RELEASE/FORCE MAJEURE.** Entrants (and any minor entrant's parent or legal guardian) agree that Sponsor (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system or mobile device which is occasioned by participating in the Promotion or otherwise participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; 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. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event

or occurrence), then Sponsor reserves the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor may (if possible) select the winners or remaining winners, as the case may be, of the affected Drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such Drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these 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.

8. **GOVERNING LAW/JURISDICTION.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
9. **ARBITRATION PROVISION:** By participating in this Promotion, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) 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; (ii) 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; (iii) the arbitration shall be held in San Francisco, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only 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; (vii) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (viii) if the 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 (ix) with the exception of subpart (vi) 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 (vi) 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.
10. **WINNERS' LIST/OFFICIAL RULES:** To obtain any legally required list of the winners or a copy of these Official Rules, visit blog.twitch.tv no later than October 31, 2020. Please be aware that information relating to the Drawing winners may be released subject to applicable laws and/or regulations, and by

entering the Promotion, you consent to the release of such information.