Twitch Channel Points Sweepstakes
OFFICIAL RULES

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

1. SWEEPSTAKES DESCRIPTION. The "Twitch Channel Points" Sweepstakes (the "Sweepstakes") begins on or about December 16, 2019 at 12:01 am Pacific Time ("PT") and ends on January 31, 2020 at 11:59 pm PT (the "Sweepstakes Period"). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, 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. Only Twitch Affiliates and Partners who are legal U.S. residents of the fifty (50) United States and District of Columbia who are at least thirteen (13) years of age at the time of entry who have a Twitch account are eligible to enter. Signing up for a Twitch account is free. To sign up for a Twitch account, go to www.twitch.tv (the "Website") and follow the instructions to become a registered member and create an account ("Account"). Officers, directors and employees of Sponsor and Sponsor's parents, subsidiaries and affiliates (all such individuals and entities collectively referred to herein as the "Sweepstakes Entities"), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

3. HOW TO ENTER. To enter the Sweepstakes, during the Sweepstakes Period: eligible entrants must (i) enable Channel Points on their Twitch Account; (ii) give their Channel Points program a name; (iii) personalize their Channel Points display; and (iv) offer at least one (1) custom reward on their Twitch channel. Eligible entrants will receive one (1) entry into the Sweepstakes for completing the foregoing. Enabling Channel Points is free and there is no cost associated with offering a custom reward.

Limit one (1) entry per person and/or Account. Except as otherwise contemplated in these Official Rules, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy notice located at https://www.twitch.tv/p/legal/privacy-notice/. Twitch Channel Points are subject to the Twitch Channel Points Acceptable Use Policy, available at: https://www.twitch.tv/p/legal/channel-points-acceptable-use-policy/, the terms of which are incorporated in these Official Rules by this reference.

Entry must be made by the entrant, only in the manner described in this Section 3. 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 Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, 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 Sweepstakes 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 Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes 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 the Sweepstakes Period, up to twenty-five (25) winners will be randomly selected from all entries received during the Sweepstakes Period. The 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 chat, email, and/or Twitch notification using the contact information associated with such potential winner's 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 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. There are up to twenty-five (25) prizes available in the Sweepstakes. Up to Five (5) winners will have their Twitch channel featured for up to one (1) hour on Twitch’s homepage carousel (the “Carousel Feature Prize”). Up to twenty (20) winners will receive a Twitch-branded duffel bag (the “Duffel Bag Prize”). The approximate retail value (“ARV”) of the Duffel Bag Prize is $35.00. The ARV of each prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. The total ARV of all prizes is $700. The odds of winning a prize in the Sweepstakes depends on the number of eligible entries received during the Sweepstakes Period.

6. GENERAL PRIZE CONDITIONS: No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prizes will be awarded only if each potential prize winner fully complies with these Official Rules. All portions of the prizes are non-assignable and non-transferable. Prizes pictures in point-of-sale, online, television and print advertising, promotional packaging, and other Sweepstakes materials are for illustrative purposes only. All details and other restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each prize 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. Each 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 within the period of time specified in the prize notification, the winner may be disqualified.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. 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.

Carousel Feature Prize Additional Terms: The Carousel Feature Prize will only be awarded to individuals who (a) have never been subject to Twitch moderation or disciplinary action, have never violated Twitch’s Terms of Service, Community Guidelines, or other terms and policies, and are otherwise in good standing with Twitch, as determined by Sponsor in its sole discretion; (b) agree not to display mature content on their stream during the pendency of the homepage carousel promotion; and (c) agree to comply with the Terms of Service, Community Guidelines, and any other reasonable contest restrictions that may be communicated to them by Twitch during the pendency of the homepage carousel promotion.

7. GENERAL LIABILITY RELEASE/FORCE MAJEURE: Acceptance of a prize constitutes winner’s permission for the Sweepstakes Entities to use winner’s name, Account name, gamertag, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants (and any minor entrant’s parent or legal guardian) agree that the Sweepstakes Entities (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 Sweepstakes or any Sweepstakes-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 which is occasioned by accessing the Website or otherwise participating in the Sweepstakes, 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 communications failures, 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 Sweepstakes or the Website, 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 Sweepstakes, 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. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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, 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 shall have the right to modify, suspend, or terminate the Sweepstakes. 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. In the event that 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 SWEEPSTAKES 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 Sweepstakes, 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 Sweepstakes Entitles
relating to, arising out of or connected in any way with (a) the Sweepstakes, (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 Sweepstakes; (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) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed $125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant’s behalf, subject to ultimate allocation by the arbitrator; (ix) 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 (x) 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: These Official Rules will be posted on the Website during the Sweepstakes Period. To obtain a copy of any legally-required winners list, visit the Website for up to six weeks after the Sweepstakes Period.