

Twitch Past-Forward Contest

Official Rules

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. The "Twitch Past-Forward" contest (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, Switzerland and the United Kingdom (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 ("**Entrants**"). Do not attempt to enter the contest unless you are eligible.

2. DESCRIPTION. The Contest takes place online. To enter, eligible entrants post a video of an idea they have for the Twitch platform and submit a form as described in greater detail in Section 3 below. 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 communitymarketing@twitch.tv. The Contest will flow as follows:

- **Submission Period:** The Submission Period begins at approximately 12:01 a.m. Pacific Time ("**PT**") on July 30, 2021 and ends on August 30, 2021 at approximately 11:59 p.m. PT (the "**Submission Period**"). Please see [world clock](#) for time zone conversion information.
- **Submission Judging:** Submissions will be judged on an on-going basis throughout the Submission Period. Eligible Contest submissions will be evaluated by an independent Sponsor-selected judging panel according to the "Judging Criteria" set forth in Section 8. Up to five (5) submissions with the highest scores as described in Section 9, will be selected as potential winners (each, a potential "**Winner**" and collectively, the potential "**Winners**"), pending eligibility verification as described below.
- **Potential Winner Notification:** On or shortly after September 17, 2021, up to the five (5) potential Winners will be contacted to confirm eligibility and obtain releases, as set out below. The potential Winners will be required to respond in a way directed by the Sponsor as set out in Section 9 below.
- **Contest Period:** The period of time between July 30, 2021 and September 30, 2021 is referred to in these Official Rules as the "**Contest Period**".

3. ELIGIBILITY. Entrants must meet the age and country eligibility requirements set forth in Section 1 above. **Entrants must attend the Online Finals 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. This Contest is void where prohibited.

4. HOW TO ENTER. During the Submission Period, create a short a short video that explains an original idea that you have for the Twitch platform (the "**Submission**") that meets the "**Submission Requirements**" set forth below. The idea should be related to the Twitch platform and fall in one of the categories below—it can be an idea for a new stream concept, new features, new content, a new extension, new product features or any other improvement, idea, or feedback that you have about the Twitch platform. Your Submission must:

- Be no more than three (3) minutes in length;
- Include a brief description of your idea; and
- Include "Twitch Past-Forward Contest Entry" in the title.

Your Submission should focus on one (1) of the following categories:

- **Content** – Gaming
- **Content** – Creative
- **Content** – Other
- **Development** – Extensions
- **Development** – Twitch Interactive Games

After you've completed your Submission and during the Submission Period, you must:

- Complete the Submission form at <https://forms.gle/8Taibfpgfrupyeyx8> (the "**Website**") and follow the onscreen instructions to provide:
 - Twitch Username
 - First and last name
 - Phone number
 - Email address
 - Country of residence
- Upon completion of the entry form, Entrant must affirmatively accept these Official Rules and click the "Submit" button to be entered into the Contest. Personal data collected in connection with the Contest will be processed in accordance with the privacy policy in Section 19 and to the extent that information on the processing of personal data is not provided in these Official Rules in accordance with Sponsor's privacy policy located at <https://www.twitch.tv/p/legal/privacy-policy/>.

All Submissions must be received by 11:59 pm PT on August 30 2021. Entrants must provide all information requested to be eligible to win.

5. SUBMISSION REQUIREMENTS. Submissions must adhere to the following requirements:

- The Submission must be the submitting Entrant's original, previously unpublished work and not feature or focus on any copyrighted material, logos or trademarks that are owned by third parties.
- Submission must be in compliance with Twitch's [Terms of Service](#) and [Community Guidelines](#). Failure to comply may result in disqualification from the Contest.
- Submission 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 Submission (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 Submission, or seek to secure the releases and clearances for Sponsor's benefit, or otherwise allow the applicable Submission to remain in Contest);
 - Submission must NOT include materials that violate or infringe another person's rights, including, but not limited to, privacy, publicity or intellectual property rights.
 - Submission 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 Submissions that violate any of these requirements, as determined by Sponsor in its sole and absolute discretion, may be deemed ineligible and their Submission may be void at the Sponsor's sole discretion. ELIGIBLE ENTRANTS MUST SUBMIT SUBMISSIONS IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED. There will be no confirmation that Contest-related materials have been received. The timely and successful delivery of a Submission is the responsibility of each Entrant.

No substitutions or new versions of Submissions will be accepted once the original Submission is submitted for consideration. If Sponsor determines in its sole and absolute discretion that a Submission violates the Submission Requirements, in whole or in part, such determination shall be final and shall not be subject to challenge or appeal. All requested information on the entry form must be completed to enter and to be eligible to win. 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 submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission 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 Submissions. The Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Submissions.

IMPORTANT NOTE: Any Entrant who incorporates any intellectual property or material owned by a third party into his or her Submission does so at his or her 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 Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Website because of such infringement, such Submission 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 Submission has been or can be sufficiently cleared for legal purposes.

Submissions or entries generated by a script, macro or other automated means will be disqualified. 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.

6. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each Entrant represents and warrants as follows: (i) the Submission is the Entrant's own original, non-commercial, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus and is otherwise uncorrupted, (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; (iv) the Submission is in compliance with the Sponsor's [Terms of Service](#); (v) the Submission is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof; (vi) the Submission does 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; (vii) Entrant will not use the Entry for any purpose other than creation and submission in accordance with these Official Rules, Submission.

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.

7. DATES & DEADLINES/ANTICIPATED 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. Sponsor cannot accurately predict the number of Entrants who will participate in the Contest.

8. SUBMISSION JUDGING. Up to five (5) potential Winners will be selected by a panel of qualified judges appointed by the Sponsor (the "**Judging Panel**"). A list of names of the Judges can be viewed on the Website for the duration of the Submission Period and for one month following the expiry of the Submission Period. The Judging Panel will score all eligible Submissions timely received during the Submission Period on the following criteria ("**Judging Criteria**"):

- Clarity of the Submission: 25%
- Novelty and potential impact of the proposed idea: 25%
- Creativity: 25%
- Appeal to Twitch community: 25%

The five (5) Submissions with the highest scores will be deemed potential Winners, pending eligibility verification and execution of Winner paperwork as detailed in Section 12. If any potential Winner is found to be ineligible, or if the potential Winner has not complied with these Official Rules or declines to be a winner for any reason, such potential Winner will be disqualified and an alternate potential Winner may be selected. 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, the tie will be broken in favor of the Entrant whose Submission received the highest score for "Appeal to the Twitch community". Sponsor reserves the right to select fewer than five (5) potential Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

9. POTENTIAL WINNER NOTIFICATION. The potential Winners will be notified via email and/or telephone, at the Sponsor's sole discretion, on or about September 17, 2021. **The potential Winners will be required to respond in the way directed by the Sponsor to the notification within forty-eight (48) hours (or a shorter time if required by exigencies) of first attempted notification.** Failure to respond timely to the notification may result in forfeiture of the opportunity to be a potential Winner. Potential Winners will be required to verify their address and complete, sign, and return within forty-eight (48) hours an affidavit of eligibility, and, unless prohibited by law, a liability release and a publicity release and other legal documents as may be required by Sponsor in its sole discretion (collectively, the "**Winner Release Documents**") in connection with the Contest covering eligibility, liability, advertising, publicity and media appearance issues, for example, authorizing the Sponsor to use his/her photo, video, name, voice, likeness, biographical data, city and state of residence in advertising, marketing, programming or promotional materials, worldwide in perpetuity (for French, Italian, and Spanish entrants, the usage period shall be limited to five (5) years), and on a winners' list, if applicable, without further compensation unless prohibited by law, in which case the potential Winner will receive the minimum amount required by such law. Failure to return the Winner Release Documents within the specified time period may result in forfeiture of the opportunity to be a Winner.

10. WINNERS' APPEARANCE. Each Winner agrees that Sponsor or its designee may film, photograph and otherwise record Winner's name, voice, likeness, appearance, actions, conversations and characteristics/mannerisms throughout the entire "Online Winner Announcement" (as defined below) (collectively, the "**Appearance**"). The personal data of the Winner will be used in accordance with Sponsor's privacy policy located at <https://www.twitch.tv/p/legal/privacy-policy/>. Each Winner should assume that all actions and statements of Winner during Winner's participation in Contest-related activities are being recorded at all times. Winner hereby specifically agrees and consents to such filming. Winner acknowledges that there is no employment relationship between Winner and Sponsor and all services provided by Winner are voluntary. Winner further agrees to cooperate fully with Sponsor in obtaining access to, and if necessary releases from, other persons involved with Winner, including but not limited to Winner's guests, parents, siblings, boyfriend/girlfriend and friends. This is a non-union Agreement. Winner 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 Winner 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.

11. WINNER SELECTION. All Winners will be required to participate in a live stream broadcast, which will be live streamed on Twitch ("**Online Winner Announcement**"), which will take place on or about October 1, 2021.

12. PRIZES. There are five (5) prizes available. Each prize consists of Ten Thousand U.S. Dollars (\$10,000) to be applied to the development of the idea described by the Winner in the Winner's Submission, which will be awarded in the form of a check, or other form of payment as determined by Sponsor.

Limit of one (1) prize per person using only one (1) Twitch account throughout the Contest Period. 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 has discretion as to the means of payment for cash prizes. 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 Submissions. 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 awarded until any requested documentation is properly completed, executed, and returned. If a prize goes unclaimed or a potential winner is found to be ineligible, or if he or she has 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.

13. 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 Submission 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 Submission. 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 Submission 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 Submission. 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 Submission 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.

14. RIGHTS IN SUBMISSIONS.

Note that Sections 14.I. and 14.II below do not apply to French, Polish, or Spanish Winners.

- i. Rights in Submissions. 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 Submission, in whole or in part, in

the Contest and in connection with the marketing, advertising and promotion of the Contest or Twitch 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 Submission 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 his or her 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 Submission, 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 Submission 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 Submission (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 Submission even if the Submission is disqualified or fails to meet the Submission Requirements or even if it is determined that the Entrant who made the Submission is ineligible to enter the Contest.

- ii. Online Winner Announcement Appearance. The Appearance and all of the other results and proceeds of each Winner's activities in connection with the Contest, including without limitation any and all still photographs or video that Winner 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 Winner hereby irrevocably grants, transfers, sells and assigns to Sponsor, all right, title and interest therein. Winner 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 Winner, including biographical information and/or other materials Winner may provide, as well as other information Sponsor may have received about Winner 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, Winner hereby waives any right to inspect or approve the Appearance, or the uses to which any portion of the Appearance may be put. Winner 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 Winner 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 Winner's 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 Finalist 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. Winner shall not, under any circumstances, utilize the Results and Proceeds in any manner without obtaining the prior written approval of Sponsor.

iii. For French, Polish, and Spanish Winners Only:

- i. Winner hereby irrevocably grants, transfers, and assigns to Sponsor, its designees, and successors and assigns free of charge, for the entire world and for the term of their legal protection, as and when created, all right, title and interest he may have in and to the Submissions and all of the other results and proceeds of each Winner's activities in connection with the Contest, including without limitation any and all still photographs or video that Winner shoots in the course of performing Winner's Contest activities (collectively, the "**Results and Proceeds**"), including all intellectual property rights and author's economic rights ("*droits patrimoniaux d'auteur*") thereto, for all purposes, including without limitation commercial, business, management, informational, entertainment, promotional, marketing and advertising, public communication, purposes, including without limitation in and in connection with the Contest, the products and services that Sponsor owns or distributes, and the general goodwill of Sponsor. The assigned economic rights in the Submission and the Results and Proceeds include in particular:
 1. the right to reproduce or have reproduced by a third party, and permanently or temporarily affix the Submission and the Results and Proceeds, whether for free or for a charge, in all or part, in any languages, by any means or process known or as yet unknown as of the date hereof, in any form and on any medium known or as yet unknown as of the date hereof. The assigned right to reproduce includes the right to upload, download, scan, duplicate, display, transmit and store all Images;
 2. the right to represent or have represented, broadcast, stream, exhibit and communicate the Submission and the Results and Proceeds and its adaptations to the public, in any languages, whether occasionally, permanently or on demand, by any means or process known or as yet unknown as of the date hereof;
 3. the right to publish, have published, distribute, exploit or market with respect to originals or copies of the Submission and the Results and Proceeds with respect to all audiences, whether for free or for charge, via any medium known or as yet unknown as of the date hereof, and by all technical and commercial processes. These rights include the right to sell,

loan, license, rent, lend, distribute, download the Submission and the Results and Proceeds in any language and by any means whether known at present or to be discovered in the future;

4. the right to adapt, arrange, rearrange, modify, cut, edit, dub, morph, make derivative works of, correct, upgrade by adding or removing, integrate in any form and presentation all or part of the Submission and the Results and Proceeds, in any form and format (whether known at present or to be discovered in the future), in particular with a view to (i) integrating new elements into the Submission and the Results and Proceeds or (ii) integrating the Submission and the Results and Proceeds into a composite work, as well as the right to reproduce works resulting from these adaptations, arrangements, modifications and integrations; and
5. the right to translate, if applicable, the Submission and the Results and Proceeds, in whole or in part, into any language or computer language, the right to represent, distribute and adapt these translations, as described in the preceding paragraphs.
6. The right to assign or license all or part of the rights hereby assigned, to any person, company, or entity of Sponsor's choice, free of charge or for a fee.

Sponsor shall retain the rights granted in each Submission and relating Results and Proceeds even if the Submission is disqualified or fails to meet the Submission Requirements or even if it is determined that the Entrant who made the Submission is ineligible to enter the Contest.

- ii. Winner hereby irrevocably grants Sponsor, its designees, successors and assigns the right to use the Appearance and any and all information supplied by or about Winner, including biographical information and/or other materials Winner may provide, as well as other information Sponsor may have received about Winner from other sources that has been brought to the attention of and expressly accepted by Winner, in and through any and all media, means, devices, processes and technology now known or hereafter devised, throughout the world for five (5) years from the start of the Submission Period, 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.

15. 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 Submission 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 Submission with the Submission of an alternate eligible Entrant in accordance with these Official Rules if such Submission 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 Submission 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 Submission. 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.

16. 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 Submissions received 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 France: French consumer law provides that Sponsor's or the other Contest Entities' liability cannot be excluded or limited. Nothing in these Official Rules is intended to limit or replace any of your rights under the French Consumer Code. In addition, where the Sponsor or the other Contest Entities have not complied with their obligations they may be liable for any direct loss or damage resulting from the failure to comply so long as the loss or damage was reasonably foreseeable.

For entrants in Germany: The previous provisions set out in Section 16 do not apply in case of intent or gross negligence on the part of the Sponsor. The same applies in case of a breach of fundamental contractual obligations. This includes contractual obligations, whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner can reasonably rely. To the extent the breach of contract is unintentional the liability of the Released Parties for damages shall be limited to the typically predictable damage. The liability of the Released Parties for culpable damage to life, body or health as well as the liability under the Product Liability Act shall remain unaffected. Any liability not expressly provided for above shall be disclaimed. Reasonable

decisions by the Sponsor and the Judging Panel are final and there is no legal recourse against them. The Entrant's statutory right to terminate this agreement for cause (aus wichtigem Grund) shall remain unaffected.

For entrants in the Netherlands: Dutch consumer law provides that the Sponsor's or the Contest Entities' liability cannot be excluded or limited. Nothing in these Official Rules is intended to limit or replace any of your rights as a consumer under the Dutch Civil Code.

For entrants in Poland: These Official rules apply where Polish consumer law does not explicitly prohibit limitations of Sponsor's or Released Parties liability and are not intended to limit or replace any of consumer's rights under the relevant regulations. In any event, mandatory consumer regulations shall prevail.

For entrants in Spain: Sponsor considers that entrants should not be deemed to be "consumers" in the sense of Spanish Act RDL 1/2007 on the Protection of Users and Consumers. However, should entrants be eventually, for any reason, deemed "consumers", then nothing in these Official Rules shall be interpreted in the sense of excluding the application of articles 82 to 91 and 114 to 126 of the Spanish Real Decreto Legislativo 1/2007, that shall prevail under all circumstances.

For entrants in the UK: Notwithstanding this Section 16, 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.

17. 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.

18. ARBITRATION PROVISION. Note that if you are a French Entrant, this Section 18 does not apply to you. 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.

19. PRIVACY NOTICE. Entry information may be shared with Sponsor's promotion partners to the extent Entrants agree at the time of entry or to the extent required for prize fulfillment purposes. Except as otherwise contemplated in these Official Rules, and to the extent Entrants may otherwise elect at the time of entry, personal information collected in connection with the Competition will be used in accordance with Sponsor's privacy policy located at <https://www.twitch.tv/p/legal/privacy-policy/>.

20. LOCAL RULES. Certain mandatory provisions of the laws applicable where an Entrant resides may be applicable to the Contest and to these Official Rules. The following provisions of this Section 20 modify these Official Rules in case mandatory provisions of one of the laws listed below apply.

20.1 If provisions of FRENCH law apply: Where these Official Rules provide for discretion exercisable by Sponsor that could otherwise cause a significant imbalance in the parties' rights and obligations hereunder to the detriment of a consumer and contrary to the requirement of good faith, such discretion shall be exercised reasonably and in good faith. Lack of consent to a publicity release by a winner in France will not prevent such individual from receiving the prize. Any license by the Entrant regarding his/her intellectual and industrial property rights to his/her Submission is granted to the Sponsor only for the maximum duration of the copyrights in any media now known or hereafter invented, including, without limitation, any and all Internet media.

20.2 If provisions of ITALIAN law apply: Where these Official Rules are in contrast with the rights attributed to consumers by the Italian Consumer Code, the latter prevails, as the rights set forth therein are irrevocable. Any provision in contrast with the provisions of the Italian Consumer Code is therefore null and void.

20.3 If provisions of POLISH law apply: Where these Official rules will apply to consumers, relevant consumer regulations under local law will apply, in particular Art. 385(1)-385(4) of the Polish Civil Code will be applicable. The liability of the Sponsor and consumer rights may not be limited or waived where it is explicitly prohibited under local law.

21. WINNERS' LIST/OFFICIAL RULES. To obtain a copy of any legally required list of winners or a copy of these Official Rules, visit <https://blog.twitch.tv/en/2021/07/30/twitch-past-forward-celebrating-twitchs-yesterday-today-and-tomorrow/> no later than September 30, 2022. **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 communitymarketing@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 //