

TwitchCon Hackathon 2019 Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. The following Contest is intended for participants who are residents of the United States, the District of Columbia, Canada (excluding Quebec) and the United Kingdom. Do not proceed if you are not a legal resident of the United States, the District of Columbia, Canada (excluding Quebec) and the United Kingdom currently located and residing therein. Further eligibility restrictions are contained in the official rules below. Void where prohibited.

DESCRIPTION: The TwitchCon Hackathon 2019 Contest ("**Contest**") opens at August 5, 2019 @ 12:00PM PT and ends at September 29, 2019 at 4:00 PM PT ("**Contest Period**"). By participating in the Contest, each entrant ("**Entrant**") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Twitch Interactive, Inc., 350 Bush Street, 2nd Floor, San Francisco, CA 94104 USA (the "**Sponsor**"), whose decisions shall be final and legally binding in all respects. In order to participate in the Contest, you must agree to these Official Rules. Therefore, please read these Official Rules prior to participating to ensure you understand and agree. You agree that participating in the Contest constitutes your agreement to these Official Rules. You may not participate in the Contest and are not eligible to receive any prize described in these Official Rules unless you agree to these Rules. These Official Rules form a binding legal agreement between you and Sponsor with respect to the Contest.

ELIGIBILITY: The Contest is open only to individuals who meet all of the following criteria:

- legal residents of the United States, the District of Columbia, Canada (excluding Quebec) and the United Kingdom who are physically located and residing therein;
- who have an existing Internet account and email address,
- who are at least eighteen (18) years of age,
- who are attending TwitchCon 2019 (final TwitchCon 2019 pass, travel, and/or lodging arrangements not required to submit an Application); and

Each such individual is an "**Entrant**" or, collectively, "**Entrants**". Sponsor and their employees, shareholders, officers, directors, agents, parent companies, affiliates, divisions, subsidiaries, agents, representatives and advertising agencies (collectively, "**Contest Entities**") are not eligible to participate in the Contest. Immediate family and household members of such individuals are also not eligible to enter or win. 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.

HOW TO ENTER (APPLICATION SUBMISSION): Application for Entrants to participate in the on-site portion of the Contest open at August 5, 2019 @ 12:00PM PT and ends at September 6, 2019 @ 11:59PM PT ("**Application Period**"). Entrants may participate in the Contest individually, or with teams of up to four Entrants total. Each Entrant must complete the following steps for entry:

- Fill out and submit the informational form located at twitch.submittable.com/submit/145283/twitchcon-2019-san-diego-hackathon-application (the "**Application**").

Based on the following factors (as judged from Application submissions), judges chosen by Sponsor will select Entrants to participate in the TwitchCon Hackathon 2019 at TwitchCon 2019:

- Eligibility
- Geographical distribution
- Technical expertise
- Twitch culture fit
- Professionalism of Application
- Demonstrated creativity and/or practicality

Entrants selected by the Application process ("**On-site Entrants**") will be notified and will each be given a complimentary 3-day pass to enter TwitchCon 2019, but travel expenses, lodging, airfare, and any other costs of attending/participation are solely the responsibility of Entrant.

ON-SITE CONTEST PROCEDURE: The on-site portion of the TwitchCon Hackathon 2019 Contest will begin at September 28, 2019 @ 9:00AM PT and ends at September 29, 2019 @ 4:00PM PT ("**On-site Contest Period**"). On-site Entrants should arrive at TwitchCon 2019 no later than September 28, 2019 @ 10:00AM PT for registration and check-in.

On-site Entrants will be allotted the On-site Contest Period to create a Twitch Extension (each such product, an "**On-site Entry**"). Sponsor may, in its sole discretion, provide On-site Entrants with requested devices (e.g., Alexa devices) for the duration of the On-site Contest Period to help facilitate participation in the Contest. Entrant is responsible for ensuring compliance with any third-party terms regarding the development or use of the Entries.

At the close of the Contest Period, On-site Entries must be submitted to Sponsor for judging pursuant to the technologically reasonable procedures made available by Sponsor for the respective On-site Entries.

REQUIREMENTS OF ENTRIES: Neither the Application Entries nor the On-site Entries may contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, working firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous; promotes any particular political or religious agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Entrant must abide by the www.twitch.tv Terms of Service, Rules of Conduct, and the TwitchCon 2019 convention rules (for On-site Entrants) when applying for or participating in the Contest. Failure to do so may result in disqualification from the Contest.

Entry must be the original work of the Entrant, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the Entrant, and/or which are subject to the rights of third parties, the Entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents

necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

CRITERIA: All eligible On-site Entries received throughout the On-site Contest Period will be judged by a panel of qualified judges based on the following criteria:

- Creativity (25%)
- Practicality (25%)
- Presentation (25%)
- Twitchyness (Fits within Twitch's culture) (25%)

Criteria may be modified for the Most Technically Complex Project and the Project That Makes Us Laugh awards.

JUDGING: At the close of the On-site Contest Period, the Entries will be judged based on the above criteria, and the following categories of winners will be selected:

- Grand Prize Winner: One team of On-Site Entrants will receive one \$250.00 USD gift card per member of the Grand Prize Winner team.
- Honorable Mention (x2): Two teams of On-Site Entrants will each receive one \$150.00 USD gift card per member of the respective Honorable Mention team.
- Concept Prize Winner (x6): Six teams of On-Site Entrants will each receive one \$50.00 USD gift card per member of the respective Concept Prize Winner team.

Winners will be notified within approximately five hours after the close of the On-Site Contest Period.

Grand Prize (1): One \$250.00 USD gift card per member of the Grand Prize Winner team. Maximum ARV of each Grand Prize: \$1000.00 USD.

Honorable Mention Prize (2): One \$150.00 USD gift card per member of the respective Honorable Mention team. Maximum ARV of each Honorable Mention Prize: \$1200.00 USD.

Concept Prize (6): One \$50.00 USD gift card per member of the respective Concept Prize Winner team. Maximum ARV of each Concept Winner Prize: \$1200.00 USD.

Total ARV of all prizes: \$3,400 USD

PRIZES WILL BE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY SPONSOR.

All prize details are at the sole discretion of the Sponsor. All provincial, state and local taxes and withholdings and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the finalists/winners. 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 credit for

changes are allowed. Other restrictions may apply. 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.

CONDITIONS OF PARTICIPATION/RELEASES: All federal, state, territorial, provincial and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. By participating in this Contest and/or by accepting any prize, each Entrant agrees to release the Contest Entities, and each of their respective parents, affiliates and subsidiaries, and their respective successors, employees, agents, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance or use of a prize (including any travel/activity related thereto). Each winner authorizes the Contest Entities to use his/her photo, video, name, Entry, animation, broadcast footage, voice, likeness, biographical data, city and state of residence in advertising, marketing, programming or promotional materials, worldwide in perpetuity, and on a winners' list, if applicable, without further compensation unless prohibited by law. Winners may be asked to participate in select publicity activities, as determined at the sole discretion of the Contest Entities. Contest Entities are not obligated to use any of the above-mentioned information or publicity materials, but may do so and may edit such information or materials, at Contest Entities sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or resulting from acceptance, possession or use of a prize or from participation in the Contest; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible Entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Contest. Contest Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest or use of a prize. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest (or any portion of the Contest) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Contest and, in such situation, may select the potential Contest winners using the Judging Criteria and voting procedure identified above. Sponsor may prohibit Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Contest Entities representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE, DISRUPT TWITCHCON, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE.

INDEMNITY: Winners shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) any winner's participation in the Contest; (b) a breach or allegation which if true would constitute a breach, of any winner's representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising there from.

INTELLECTUAL PROPERTY RIGHTS: As between Sponsor and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to their Entry, aside from those rights which may be granted under Twitch's Terms of Service or other related agreements. As a condition of entry, Entrant grants Sponsor, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display an Entry (1) for the purposes of allowing Sponsor and the Judges to evaluate the Entry for purposes of the Contest, and (2) in connection with advertising and Contest via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and Entry clips available for advertising and promotional purposes.

FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Official Rules shall be governed by, subject to, and construed in accordance with the laws of the State of New York, USA excluding all conflict of law rules. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Entrants expressly waive any and all such rights.

ARBITRATION: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Sponsor of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the New York, New York, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

WINNERS' LIST/OFFICIAL RULES: To obtain the list of the winners or a copy of these Official Rules, visit <https://twitchcon-hackathon-2019.devpost.com/> no later than thirty days after the close of the Contest Period. Please be aware that information relating to the Contest winners may be released subject to applicable laws and/or regulations, and by entering the Contest, you consent to the release of such information.

// End of Official Rules //

Online Abbreviated Rules:

NO PURCHASE NECESSARY. Open to legal residents of the United States and the District of Columbia, 18+. Other restrictions apply. Begins at August 5, 2019 @ 12:00PM PT and ends at September 29, 2019 @ 4:00PM PT. Void where prohibited. Subject to **Official Rules**. Visit <https://twitchcon.com/hackathon> for full rules and to submit. Sponsor: Twitch Interactive, Inc.