

TwitchCon Amsterdam 2022 Cosplay Contest Official Rules

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. The following contest is only intended for participants located in the European Economic Area, Switzerland and the United Kingdom (“**Europe**”) 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. Further eligibility restrictions are set out in Section “3. ELIGIBILITY” below. Do not attempt to enter the contest unless you are eligible. This promotion shall be governed by the laws of England and Wales to the extent permitted in each applicable jurisdiction, as further explained in Section “20 CHOICE OF LAW AND COMPETENT COURT” below.

2. DESCRIPTION. The “TwitchCon Amsterdam 2022 Cosplay Contest” (the “**Contest**”) takes place both online and onsite at TwitchCon Amsterdam which is currently scheduled to take place between 16 and 17 July 2022 in Amsterdam, the Netherlands (“**TwitchCon Amsterdam**”). To enter, eligible Entrants (defined below) must stream via Twitch.tv footage of themselves creating an original costume for judging and fan voting, as described below. By participating in the Contest, each Entrant (as defined below) 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 Contest will flow as follows:

- **Submission Period:** The Submission Period begins at 17:00 Central European Time (“**CET**”) on 22 February 2022 and ends on 20 May 2022 at 23:59 CET (the “**Submission Period**”).
- **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 6. The five (5) submissions with the highest point score per category as described in Section 9 (there are four categories, each a “**Category**”), will be selected as potential finalist (each, a “**Finalist**” and collectively, the “**Finalists**”), pending eligibility verification as described below.
- **Potential Finalist Notification:** By 1 June 2022, the five (5) potential Finalists per Category (in total 20 potential Finalists) will be contacted to confirm eligibility and obtain releases, according to Section 7. The potential Finalists will be required to respond in a way directed by the Sponsor as set out in Section 7 below.
- **TwitchCon Amsterdam On-Site Finalist Judging:** All Finalists must participate in the On-Site Finalist Judging to determine the Contest winners, as described in Section 8.
- **Winner Announcement:** Winners will be announced at TwitchCon Amsterdam.
- **Automatic entry as a finalist in TwitchCon San Diego 2022.** The Grand Prize Winner (as defined below) of TwitchCon Amsterdam will automatically be a finalist in the

TwitchCon San Diego competition, which is due to take place between 7 October 2022 and 9 October 2022 in San Diego, California, USA (“**TwitchCon San Diego**”).

3. ELIGIBILITY. This Contest is open only to individuals located in Europe at the time of entry and who are at least eighteen (18) years old and have reached the age of majority in their respective jurisdiction of primary residence at the time of entry (“**Entrants**”). Entrants must possess a valid passport (and visa if applicable) for travel to Amsterdam and to the U.S. to be eligible for this Contest. **Entrants must travel to and attend TwitchCon Amsterdam to be eligible to win this Contest. The Grand Prize Winner must be able to attend TwitchCon San Diego. You are not eligible to participate in the Contest if you entered the submitted Cosplay (as defined below) in any other Cosplay or Costume 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 relevant entry, as long as such person is otherwise eligible.

Employees, shareholders, officers, directors, agents, and representatives of the Sponsor, any fulfillment coordinator, and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and promotion and advertising agencies 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.

4. HOW TO ENTER. During the Submission Period, log in to your Twitch account and broadcast yourself on Twitch creating an original costume (the “**Cosplay**”) that coincides with one (1) of the four (4) categories (the “**Categories**”) outlined below (the “**Broadcast**”, and collectively with the Cosplay, the “**Submission**”):

- **Needlework:** Cosplay constructed primarily through sewing, stitching, embroidery, and/or similar costume construction methods.
- **Armor:** Cosplay constructed primarily by molding and shaping its outer layers using acrylic, EVA foam, Worbla, Wonderflex, cardboard, and/or similar costume construction methods.
- **FX:** Cosplay that primarily features animatronics, optical effects, mechanical effects, special effects makeup, prosthetics, and/or similar effects and materials.
- **Larger Than Life:** Cosplay that includes at least one (1) feature extending at least one (1) foot beyond the end of any part of the Entrant’s body.

Your Broadcast must:

- Be a minimum of fifteen (15) hours in length;

- Include images of the completed (or nearly completed) Cosplay;
- Include “TwitchCon Amsterdam 2022 Cosplay Contest Entry” in the title; and
- Use the “Cosplay” tag.

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

- Archive the Broadcast on your Twitch account; log on to <https://reg.rainfocus.com/flow/twitch/tcams22/tcamscfc/cfpHome> (the “**Website**”) and follow the onscreen instructions to provide:
 - Twitch Username
 - First and last name
 - Stage name or alias
 - A photo of the finished cosplay
 - Email address
 - Link to a Twitch highlight, clip, or upload showing the Cosplay creation process
 - A brief written introduction in the third person
 - The origin of your cosplay (game/series/movie/etc.)
 - Category that you are entering
 - A detailed description of your Cosplay
- Affirmatively accept these Official Rules and click the “Submit” button to be entered into the Contest. Submissions must meet the “**Submission Requirements**” set forth below.
- Provide all information requested to be eligible to participate. Entrants may submit a maximum of one (1) Submission per person regardless of Category entered.

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

- Cosplay must be the original creation of the Entrant and the Entrant must personally create the majority of the Cosplay, in the Sponsor’s sole estimation.
- Cosplay must have been created within the 12 months immediately prior to the Submission Period, and Sponsor reserves the right to require evidence to demonstrate this.
- Submission must be in compliance with Twitch’s [Terms of Service](#), [Community Guidelines](#) and [Events Code of Conduct and Release](#). 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.
- No functional weapons are allowed at TwitchCon. You must disclose to Twitch if your submission will include weapons to ensure your weapons comply with Twitch’s requirements. Note that simulated or costume weapons that are composed of cardboard, foam, wood or other light materials are allowed as a part of your costume, subject to prior

approval by one of the Costume Props Check Desks where it will be tagged. All costume weapons must conform to state and federal law.

- Entrants must use only one (1) Twitch account throughout the Contest Period.
- Entrants must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an Entrant cannot provide all required releases, 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). In particular, if any Submission contains any material or elements that are not owned by the Entrant, the Entrant is responsible for obtaining the necessary permissions to permit the use and exhibition of the Submission 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 any part of the Submission. 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 such Submission null and void. By entering a Submission, Entrants warrant and represent that they, along with any persons appearing or who are identifiable in the Submission, consent to the entry and use of the Submission in the Contest and to its use as otherwise set forth herein.
- 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.

6. SUBMISSION JUDGING. Five (5) potential Finalists per Category (for a total of twenty (20) potential Finalists) will be selected by a panel of judges appointed by the Sponsor (the "**Judging Panel**"). The Judging Panel will score all eligible Submissions timely received during the Submission Period on the following criteria ("**Judging Criteria**"):

- Quality of Techniques Demonstrated: 25%
- Materials and Material Resourcefulness: 25%
- Functionality of the Cosplay: 25%
- Cosplay Aesthetics: 25%

The five (5) Submissions with the highest scores per Category will be deemed potential Finalists and proceed to the next round in the Contest, pending eligibility verification and execution of Finalist paperwork as detailed in Section 7. If any potential Finalist is found to be ineligible, or has not complied with these Official Rules or declines to be a Finalist for any reason, such potential Finalist will be disqualified and an alternate potential Finalist may be selected. The decisions of the Sponsor and the Judging Panel are final and binding in all respects and are not subject to challenge or appeal and there will be no correspondence between the Entrants and the Sponsor/Judging Panel in relation to decisions. In the event of a tie, the Entrant whose

Submission received the highest score for “Cosplay Aesthetics” will be deemed the potential Finalist among the tied Entrants and if there continues to be a tie, the Judging Panel shall decide which Submission will be selected as a potential Finalist based on the Judging Criteria. Sponsor reserves the right to advance fewer than five (5) potential Finalists for any Category to the next phase of the Contest if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions for any Category.

7. POTENTIAL FINALIST NOTIFICATION. The twenty (20) potential Finalists will be notified via email and/or telephone, at the Sponsor’s sole discretion, on or shortly after 13 May 2022. **The potential Finalists 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 Finalist. Potential Finalists will be required to verify their address and complete, sign, and – to the extent permitted by law - return within forty-eight (48) hours legal documents as may be required by Sponsor in its sole discretion in connection with the Contest covering eligibility, liability, advertising, publicity and media appearance issues, for example, authorizing the Sponsor to use their photo, video, name, 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 (collectively, the **"Finalist Release Documents"**). Failure to return the Finalist Release Documents within the specified time period may result in forfeiture of the opportunity to be a Finalist.

8. TWITCHCON AMSTERDAM ON-SITE FINALIST JUDGING & WINNER SELECTION. All Finalists will be required to attend a pre-judging session during TwitchCon Amsterdam, as directed by the Sponsor. Finalists will be pre-judged by the Judging Panel using the Judging Criteria defined above. Finalists will be notified of time and location of their scheduled pre-judging by approximately 27 May 2022. Following the pre-judging, all Finalists will be required to walk the Contest stage at TwitchCon Amsterdam, which will be live streamed on Twitch (**"Live Finals"**). Finalists will be judged during the Live Finals by the Judging Panel using the Judging Criteria. The one (1) Finalist Submission from each Category with the highest score will be deemed a potential Category prize winner for a total of four (4) Category prize winners. The Finalist with the highest overall score of all Categories will be deemed the **"Grand Prize Winner."** In the event of a tie in determining either the Category prize winners or the Grand Prize Winner, the Finalist whose Submission received the highest score for “Cosplay Aesthetics” will be deemed the winner and if there continues to be a tie, the Judging Panel shall decide which Finalist is deemed the winner based on the Judging Criteria.

9. FINALIST PRIZES. Twenty (20) Finalist prizes are available. Each Finalist prize consists of one (1) of the prize packages detailed below, as applicable to the Category in which they entered the Contest. **Receipt of the travel stipend and TwitchCon badges is conditioned upon attending and competing in the Live Finals at TwitchCon Amsterdam.**

Category	Finalist Prize Description	Quantity
Needlework	One (1) \$1,500 USD travel stipend awarded in the name of the Finalist; two (2) 2-day badges to attend TwitchCon Amsterdam.	Five (5)
Armor	One (1) \$1,500 USD travel stipend awarded in the name of the Finalist; two (2) 2-day badges to attend TwitchCon Amsterdam.	Five (5)
FX	One (1) \$1,500 USD travel stipend awarded in the name of the Finalist; two (2) 2-day badges to attend TwitchCon Amsterdam.	Five (5)
Larger Than Life	One (1) \$2,500 USD travel stipend awarded in the name of the Finalist; two (2) 2-day badges to attend TwitchCon Amsterdam.	Five (5)

- Finalists are responsible for making their own travel and lodging arrangements to TwitchCon Amsterdam and for obtaining all necessary identification and/or travel documents required for travel, including, but not limited to, a valid government issued identification (if applicable) and complying with any health and safety requirements including vaccinations and/or COVID testing, quarantining, etc. as updated from time to time in the [FAQ](#). No travel or lodging will be booked by the Sponsor on any Finalist's behalf.
- Finalists will be provided their two-day badges upon arrival at TwitchCon Amsterdam.
- Finalist travel stipends will be paid within sixty (60) days after the Finalist appears and participates in the Live Finals during TwitchCon Amsterdam.
- Finalists will be subject to all rules and regulations of TwitchCon Amsterdam attendees as set forth by Sponsor. Failure to abide by them may result in forfeiture of the prize. Upon any prize forfeiture, no compensation will be given.
- If a prize goes unclaimed or a potential Finalist is ineligible, does not comply with the requirements in these Official Rules and/or declines the prize for any reason prior to award, such potential Finalist will be disqualified and a new Finalist will be decided in accordance with Section 8.

10. FINALIST FAN FAVORITE VOTING. From 17 July 2022 at 15:30 CET to 17:00 CET (the “Voting Period”), Twitch users will have the opportunity to cast one (1) vote for the Finalist in each of the Categories that they believe has the most public appeal. At the end of the Voting Period, the one (1) Finalist with the highest number of votes will be deemed the “Fan Favorite,” and will be awarded a cash prize of \$4,000 USD. In the event of a tie, the Finalist whose

Submission received the highest score for “Cosplay Aesthetics” in the initial scoring by the Judging Panel will be deemed the Fan Favorite winner among the tied Finalists.

Any suspected or deliberate attempt to manipulate or otherwise fraudulently tamper with the voting process (including, without limitation, use of software, scripts, or bots to generate votes) will void the applicable votes and may, at the Sponsor’s sole discretion, result in disqualification of the related Finalist, or cancellation of the Fan Favorite portion of the Contest or the Contest. Finalists are prohibited from soliciting votes by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to Twitch users (including, without limitation, offering to trade votes), as determined by Sponsor in its sole discretion, and all associated votes may be void and such Finalists may be disqualified from the Contest. Any rankings or vote counts posted on the Twitch website are unofficial and should not be relied upon for any purpose.

11. WINNER PRIZES. The Grand Prize Winner of the TwitchCon Amsterdam 2022 Cosplay Contest as voted for by the Judging Panel will automatically be a finalist in the TwitchCon San Diego 2022 Cosplay Contest. In the event that the Grand Prize Winner of the TwitchCon Amsterdam 2022 Cosplay Contest cannot attend TwitchCon San Diego 2022 for reasons other than cancellation of TwitchCon San Diego, time permitting, the Judging Panel shall offer the Finalist whose Submission received the next highest score the opportunity to be the Grand Prize Winner instead and so on until an eligible Finalist is able to attend TwitchCon San Diego 2022. Cash prizes stated below shall be paid within sixty (60) days after attending TwitchCon Amsterdam 2022.

Prize Type	Prize Description	Quantity Available
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Category Winners	Cash. \$4,000 USD made payable in the name of the Category Winner.	Four (4) Total: One (1) per Category
Fan Favorite	Cash. \$4,000 USD made payable in the name of the Fan Favorite.	One (1) Total
Grand Prize	<p>Cash. \$10,000 USD made payable in the name of the Grand Prize Winner.</p> <p>Badges. Two (2) 3-day badges to attend TwitchCon San Diego 2022.</p> <p>Travel and lodging. Travel to/from TwitchCon San Diego from 6 - 9 October 2022 for the Grand Prize Winner and one companion to be booked through the Sponsor, including:</p> <ul style="list-style-type: none"> ▪ Round trip economy flights to San Diego International Airport departing from the 	One (1) Total

	<p>Grand Prize Winner's choice of an airport located in the EU (up to a maximum cost of \$2,250 USD).</p> <ul style="list-style-type: none"> ▪ Up to four (4) nights at a hotel located in the San Diego area (up to a maximum cost of \$350 USD per night). 	
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12. PRIZE LIMITATIONS. The approximate retail value for any prize represents Sponsor's good faith determination thereof and is final and binding and cannot be appealed. Each prize recipient is solely responsible for all federal, state, provincial, territorial and/or local taxes and withholdings, and for any other fees or costs associated with the redemption of a prize. All prize details are at the reasonable discretion of the Sponsor. Prize winners cannot assign or transfer a prize to another person. Except as specified otherwise in the Official Rules, 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. No refunds or credits for changes are allowed. Other restrictions may apply. Sponsor has discretion as to the means of payment for cash prizes.

13. CONDITIONS OF PARTICIPATION/RELEASES. All federal, state, provincial, territorial 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 Sponsor, any fulfillment coordinator, 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, or damages arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance or use of a prize. Winners may be asked to participate in select publicity activities, as determined at the sole discretion of the Sponsor. Sponsor is 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 the Sponsor's sole discretion, without further obligation or compensation.

The Released Parties shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of Submissions or other materials; (iii) late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible Submissions, communications or affidavits, regardless of the method of transmission; (iv) 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; (v) any inability of the Finalist to attend TwitchCon Amsterdam or the Grand Prize Winner to attend TwitchCon San Diego for any reason, including missed flights, missed connections, local government requirements and local health and safety restrictions, or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Contest. Released Parties 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. 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.

Sponsor may prohibit any 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 Released Parties representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE TWITCH WEBSITE 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.

14. CANCELLATIONS AND MODIFICATIONS

14.1 Sponsor reserves the right, in its reasonable discretion, to adjust times and dates in these Official Rules at any time and/or to modify, suspend or cancel the Contest, TwitchCon Amsterdam and/or TwitchCon San Diego at any time for any reason, including, without limitation, in the circumstances provided for under Section 10, if a computer virus, bug or other technical problem corrupts the administration, security, or conduct of the Contest or TwitchCon events, strikes, lock-outs, acts of God, technical difficulties, pandemics or endemics (including, without limitation COVID-19 and its variants).

14.2 The Contest is fully intertwined with TwitchCon Amsterdam and TwitchCon San Diego. In case any of these conferences is/are cancelled in accordance with Article 14.1, the Contest will be also cancelled and no prizes (or substitute prizes) will be awarded, subject to the specific exceptions set out in Articles 14.3 and 14.4. Sponsor may, in its sole discretion, decide not to cancel the Contest but instead to postpone the Contest to a later date, or to continue the Contest in a modified format, in which case the Sponsor shall relay alternate Contest details and rules to Entrants in a timely manner.

14.3 In case of cancellation of TwitchCon Amsterdam after the Finalists have been selected in accordance with Article 7, such Finalists will be awarded the travel stipend referred to in Article 9.

14.4 In case of cancellation of TwitchCon San Diego after the Category Winners, Fan Favorite winner and the Grand Prize Winner are selected in accordance with Article 11, these winners will receive the cash prizes described in Article 11.

15. 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 Submission. As a condition of entry, Entrant grants Sponsor and Released Parties a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from (observing

applicable statutory author's moral rights, if any), and publicly display a Submission or any footage or visual reproduction thereof (1) for the purposes of allowing Sponsor and the Judges to evaluate the Submission for purposes of the Contest and live streaming; and (2) in connection with advertising and promotional materials via communication to the public or other groups, including, but not limited to, the right to make screenshots, animations and Submission clips available for advertising and promotional purposes.

16. EXCLUSION OF LIABILITY. To the extent required by local law, notwithstanding anything in these Official Rules, the Released Parties' liability shall not be limited in any way for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any other claim where liability may not as a matter of law be limited or excluded.

17. PROMISES/ POTENTIAL LIABILITY. Each Entrant promises that: (i) the Submission is the Entrant's own original, non-commercial, previously unpublished, and previously unproduced work; (ii) so far as the Entrant is aware, the Entry does not contain any computer virus and is otherwise uncorrupted, (iii) so far as the Entrant is aware, 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, Events Code of Conduct and Release](#), and [Community Guidelines](#); (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 is free and clear of any liens or claims with respect to the use of the Entry in the manner authorized herein and will not give rise to any claims of infringement, invasion of privacy, or publicity claims, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; (vii) for a period of twelve (12) months following the end of this Contest, Entrant will not use the Submission for any commercial purpose other than creation and submission in accordance with these Official Rules, including without limitation, use in or in connection with any commercial endeavor, including, without limitation, t-shirts, posters, or other merchandise.

Subject to applicable law, Entrant hereby agrees to reimburse the Sponsor and the Released Parties in relation to any 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 alleged breach of any of the promises given by the Entrant above, Entrant's participation in the Contest, or Entrant's acceptance, possession, grant, or use of any prize, which are not as a result of Sponsor's negligence or its breach of these Official Rules.

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

19. 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 18 modify these Official Rules in case mandatory provisions of one of the laws listed below apply.

19.1 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 Entrants regarding their intellectual and industrial property rights to their 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.

19.2 If provisions of GERMAN law apply: In the event of ordinary negligence, Sponsor shall be liable only for breaches of a material contractual obligation the fulfillment of which is essential for the implementation of the agreement in the first place and on the fulfillment of which the other party may therefore generally rely. The liability of Sponsor in the event of ordinary negligence shall be further limited to the damages foreseeable by the parties to these Official Rules at the time of its execution that typically occur in transactions of this nature. The limitations of liability herein shall also apply to the benefit of the other Released Parties. Liability on the part of the Released Parties for breach of any guarantees, for willful intent and gross negligence, and for claims based on injury to life, body or health or on section 1 of the German Product Liability Act shall not be affected by the limitations in this Section. 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.

20. CHOICE OF LAW AND COMPETENT COURT. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of England and Wales. This choice of governing law shall not have the result of depriving you of the protection afforded to you in your capacity as a consumer within the scope of Regulation (EC) No. 593/2008 by provisions that cannot be derogated from by agreement by virtue of the laws applicable where you habitually reside.

The Entrant agrees that the courts of England and Wales will have non-exclusive jurisdiction over any and all disputes arising out of, relating to or concerning these Official Rules. You hereby submit to the jurisdiction of such courts and waive any jurisdictional, venue or inconvenient forum objections to such courts. If you (i) have your place of habitual residence within a Member State of the European Union and (ii) act as a consumer within the scope of Regulation (EU) No. 1215/2012 you may always bring proceedings against Sponsor in the courts of the Member State in which you have your place of habitual residence, and Sponsor may only bring proceedings against you in the courts of the Member State in which you have your place of habitual residence.

21. WINNERS' LIST/OFFICIAL RULES. To obtain the list of the winners or a copy of these Official Rules, send a request specifying TwitchCon Amsterdam 2022 Cosplay Contest Rules or TwitchCon Amsterdam 2022 Cosplay Contest Winners' List to speakers@twitchcon.com no later than 14 October 2022.

22. EU OSD PLATFORM NOTICE. The EU Commission provides a platform for online dispute resolution for EU consumers at <https://ec.europa.eu/consumers/odr>. Sponsor is neither obligated nor required to participate in consumer dispute resolution proceedings.