

TwitchCon San Diego 2022 Cosplay Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. AS SET FORTH MORE FULLY BELOW, SPONSOR OBTAINS A LICENSE TO USE ANY AND ALL MATERIALS SUBMITTED OR GENERATED AS PART OF THE CONTEST. THIS CONTEST IS INTENDED FOR PARTICIPATION IN THE UNITED STATES AND CANADA ONLY AND WILL BE GOVERNED BY U.S. LAW. BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU, A CLASS-ACTION WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. DESCRIPTION: The "TwitchCon San Diego 2022 Cosplay Contest" (the "**Contest**") takes place both online and onsite at TwitchCon San Diego 2022 in San Diego, California. To enter, eligible Entrants (defined below) must stream via Twitch.tv footage of themselves creating an original costume for judging and/or fan voting, as described below. The sponsor of this Contest is Twitch Interactive, Inc., 350 Bush St. 2nd Floor, San Francisco, CA 94104 USA ("**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 9:00 am Pacific Time ("**PT**") on May 12, 2022 ends on July 31, 2022 at 11:59 pm PT (the "**Submission Period**").
- **Submission Judging:** Submissions will be judged on an on-going basis throughout the Submission Period. Eligible Contest "Submissions" (as defined below) will be evaluated by a Sponsor-selected judging panel according to the Judging Criteria set forth in Section 8 of the Official Rules. The five (5) submissions with the highest point score in each of the four (4) categories (each a "**Category**" and collectively, "**Categories**") as described in Section 3, will be selected as potential finalist (each, a "**Finalist**" and collectively, the "**Finalists**"), pending eligibility verification.
- **Potential Finalist Notification:** On or about August 12, 2022, up to twenty (20) potential Finalists will be contacted to confirm eligibility and obtain releases, according to Section 10 below. The potential Finalists will be required to respond (as directed by the Sponsor) to the notification within forty-eight (48) hours (or a shorter time if required by exigencies) of first attempted notification.
- **TwitchCon San Diego 2022 On-Site Finalist Judging:** All Finalists who attend TwitchCon San Diego 2022 must participate in the On-site Finalist Judging to be considered for this Contest, as described in Section 12.
- **Winner Announcement:** Winners are scheduled to be announced at TwitchCon San Diego 2022, which is currently scheduled to take place October 7-9, 2022 in San Diego, California.

2. ELIGIBILITY: This Contest is open only to legal residents of the fifty (50) United States and the District of Columbia and Canada who are physically located and residing therein and who are at least eighteen (18) years old and have reached the age of majority in their jurisdiction of primary residence at the time of entry ("**Entrant**"). The winner of the TwitchCon Amsterdam Cosplay Contest 2022 may compete for the Grand Prize as noted in the Grand Prize Winner section below. Canadian residents must possess a valid passport for travel to the U.S. and comply with any US entry requirements, including, without limitation, any health and safety requirements to be eligible for this Contest. Entrants must travel to and be present at TwitchCon San Diego 2022 in San Diego, CA October 7-9, 2022, to be eligible to win this Contest. If you have won any contest with the submitted Cosplay, or you are a first, second, or third place winner from the TwitchCon 2018

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Cosplay Contest and/or TwitchCon 2019 Cosplay Contest you are not eligible to participate in the Contest.

Each Entrant must have a valid Twitch account; Twitch membership is free and may be obtained by logging on to www.Twitch.tv and following the onscreen prompts to create a profile. In the event of a dispute as to the identity of a winner, the winner will be deemed the natural person in whose name the email or Twitch account associated with an entry was opened, as long as such person is otherwise eligible.

Employees, shareholders, officers, directors, agents, and representatives of Sponsor (collectively, "**Contest Entities**"), 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 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, stepchildren, siblings, step-siblings, or spouses. This Contest is void where prohibited.

3. 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**");

1. **Needlework** – Cosplay constructed primarily through sewing, stitching, embroidery, and/or similar costume construction methods.
2. **Armor** – Cosplay constructed primarily by molding and shaping its outer layers using acrylic, EVA foam, Worbla, Wonderflex, cardboard, and/or similar costume construction methods.
3. **FX** – Cosplay that primarily features animatronics, optical effects, mechanical effects, special effects makeup, prosthetics, and/or similar effects and materials.
4. **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 San Diego 2022 Cosplay Contest Entry" in the title of the Broadcast; and
- Use the "cosplay" tag in the broadcast.

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

- Archive the Broadcast on your Twitch channel;
- Log on to link <https://reg.rainfocus.com/flow/twitch/tcsandiego2022/tcsd/page/cosplayguidelines> (the "**Website**") and follow the onscreen instructions to provide:
 - First and last name
 - Email address
 - Country of Residence
 - Category that you are entering
 - The origin of your cosplay (game/series/movie/etc.)

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- A detailed description of your cosplay
- A photo of the finished cosplay
- Link to a Twitch highlight, clip, or upload showing the Cosplay creation process
- Upon completion of the entry form, Entrant must affirmatively accept the rules and click the "Submit" button to be entered into the Contest (collectively with the Submission, the "Entry"). Entries 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 into the Contest per person regardless of Category entered.

4. 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 that the Entrant provide evidence acceptable to the Sponsor to demonstrate this.
- The Broadcast and the Submission must be in compliance with Twitch's Terms of Service (<https://www.twitch.tv/p/en/legal/terms-of-service/>), Community Guidelines (https://safety.twitch.tv/s/article/Community-Guidelines?language=en_US), Event Entry Requirements (<https://www.twitchcon.com/san-diego-2022/entrance-requirements/>) and Events Code of Conduct and Release (<https://www.twitch.tv/p/en/legal/events-code-ofconduct/>). 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), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing, as determined by Sponsor in its sole discretion.
- 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 may be allowed as a part of your costume, subject to prior approval by Sponsor and one of the Costume Props Check Desks where it will be tagged. All costume weapons must conform to state and federal law and any other requirements imposed by the venue or by Sponsor, including those in the Event Entry Requirements.
- 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 render such Submission null and void. By entering a Submission, Entrant warrants and represents that they, along with any persons appearing or who are identifiable in the

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- Submission, consent to the submission and use of the Entry 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 Contest Entities, the "Released Parties" (as defined below) or any of the products and/or services of any of the foregoing, Contest Entities' competitors, or any other people, media properties, businesses, corporations or trademarks.

Entrants who enter Submissions which violate any of these requirements may be deemed ineligible and their Entry may be void at the Contest Entities' sole discretion. Contest Entities reserve the right to determine in their sole discretion which Entries have satisfied the requirements. ELIGIBLE ENTRANTS MUST SUBMIT ENTRIES IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED. There will be no notification of receipt of Contest-related materials. Assurance of delivery of Submissions will be the sole responsibility of the Entrant.

No substitutions or new versions of Submissions will be accepted after July 31, 2022. Any Submission that is considered by Sponsor in its sole and absolute discretion to violate the Submission Requirements, in whole or in part, may be disqualified and will not be eligible for entry. All requested information on the Entry Form must be completed to enter and to be eligible to win. 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 Contest Entities 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 Contest Entities assume 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 their his or her Submission does so at their his or her own risk. Without in any way limiting, expanding or amending the Terms of Service (<https://www.twitch.tv/p/en/legal/terms-ofservice/>) residing on <https://www.twitch.tv/p/legal/terms-ofservice> 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.

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.

5. 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 Entry does not contain any computer virus and is otherwise uncorrupted, (iii) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous; (iv) the Entry is in compliance with the Sponsor's Terms of Service (<https://www.twitch.tv/p/en/legal/terms-of-service/>), Community Guidelines (https://safety.twitch.tv/s/article/Community-Guidelines?language=en_US), Event Entry Requirements (<https://www.twitchcon.com/san-diego-2022/entrance-requirements/>) and Events Code of Conduct and Release (<https://www.twitch.tv/p/en/legal/events-code-ofconduct/>); (v) the Entry 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 Entry 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) Entrant will not use the Entry for any 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.

Each Entrant hereby agrees to indemnify and hold the Contest Entities and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, 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 alleged breach of any of the warranties, representations or agreements of Entrant hereunder, or from Entrants participating in the Contest.

6. 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.

7. MATERIALS/RIGHTS IN SUBMISSIONS/PUBLICITY RIGHTS: In consideration of Entrant's Submission being reviewed and evaluated for this Contest, each Entrant hereby grants to the Sponsor the exclusive, irrevocable, fully paid, universal license (but not the obligation) to use, copy, sublicense, transmit, distribute, publicly perform, edit, publish, delete or display and otherwise exploit for any legal purpose whatsoever such Submission, including to the extent applicable (a) any information, biographical data, and material (e.g., the "creative" file, Cosplay footage, or Submission) provided by the Entrant or otherwise obtained about the Entrant in connection with the Contest; and (b) all graphics, statements, footage, photographs and quotations of or by Entrant and furnished by Entrant as part of this Contest (all of the foregoing materials, along with the Submission and all of the information referenced in 6(a) above, are collectively referred to herein as, the "**Material**"), in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol. Each Entrant understands that Entrant's name and other Materials may be posted online and broadcast in connection with the Contest. Entrant agrees that the Sponsor has no obligation to post a Submission or any Material online. Each Entrant authorizes the Sponsor to utilize, for eternity

and in any manner they see fit, the Material and to make derivative works from such Material (e.g., without limitation, to create promotional materials). Each Entrant agrees that the results and proceeds of such use shall become the property of the Sponsor, and/or its licensees, and shall be freely assignable by Sponsor and that the Sponsor and its assignees and licensees shall have no obligations whatsoever to Entrant. Each Entrant releases the Released Parties, and their respective parent, affiliates and subsidiaries and each of their respective successors, assigns and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Submission to Contest Entities for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Entities and Entrant, does not place the Contest Entities 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, and that the only contracts, express or implied, between the Contest Entities and Entrant is as set forth in these Official Rules and the release forms or other related documents.

8. SUBMISSION JUDGING: Five (5) Potential Finalists per Category (for a total of twenty (20) 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 in each 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 10 of these Official Rules. If any 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, such potential winner will be disqualified and an alternate potential winner may be selected, time permitting. 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) 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.

9. POTENTIAL FINALIST NOTIFICATION: The twenty (20) Potential Finalists will be notified via email and/or telephone, at the Sponsor's sole discretion, on or about August 12, 2022. The Potential Finalists will be required to respond (as directed by the Sponsor) to the notification within forty-eight (48) hours (or a shorter time if required by exigencies) of first attempted notification. The failure to respond timely to the notification may result in forfeiture of the opportunity to move forward in the Contest. 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

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eligibility, liability, advertising, publicity and media appearance issues, for example, authorizing the Sponsor to use their photo, video, name, Twitch username, gamertag, voice, likeness, biographical data, persona, emote, 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**"). Legal residents of Canada may be required to complete a "Declaration of Eligibility" in lieu of an affidavit, as applicable. Failure to return the Finalist Release Documents within the specified time period may result in forfeiture of the opportunity to proceed in the Contest, and, at Sponsor's sole discretion, a runner-up for the applicable Category may be notified.

10. 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, and the opportunity to walk the TwitchCon San Diego 2022 stage in their Cosplay to compete in the Contest's Final Judging Round. Receipt of the travel stipend and TwitchCon badges is conditional upon competing in the onsite Final Judging Round at TwitchCon San Diego 2022.

Finalist Category	Finalist Prize Description (in USD)	Quantity Available	Approximate Retail Value ("ARV") in USD
Needlework	One (1) \$1,500 USD travel stipend, to be awarded in the name of the Finalist; two (2) 3-day badges to attend TwitchCon San Diego 2022	Five (5)	\$1,900 USD
Armor	One (1) \$1,500 USD travel stipend, to be awarded in the name of the Finalist; two (2) 3-day badges to attend TwitchCon San Diego 2022	Five (5)	\$1,900 USD
FX	One (1) \$1,500 USD travel stipend, to be awarded in the name of the Finalist; two (2) 3-day badges to attend TwitchCon San Diego 2022	Five (5))	\$1,900 USD
Larger Than Life	One (1) \$2,500 USD travel stipend, to be awarded in the name of the Finalist; two (2) 3-day badges to attend TwitchCon San Diego 2022	Five (5)	\$2,900 USD

Finalists are responsible making their own travel and lodging arrangements for TwitchCon San Diego 2022 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, without limitation, vaccinations and/or COVID testing, quarantining, etc., as required by the venue where TwitchCon San Diego is taking place, by local authorities or as otherwise noted in Twitch's FAQs (<https://www.twitchcon.com/san-diego-2022/faq/>). No travel or lodging will be booked by any of the Contest Entities on any Finalist's behalf. Finalists will be provided their three-day badges upon arrival at TwitchCon 2022 San Diego. Finalist travel stipends will be paid within sixty (60) days after the Finalist appears and participates in the Live Finals during TwitchCon San Diego 2022. The ARV for any prize represents Sponsor's good faith determination thereof. That determination is final and binding and cannot be appealed. If any Potential Finalist is unable to attend TwitchCon San Diego 2022 and/or unable to participate in the Contest on the dates specified, the prize may be forfeited. Finalists will be subject to all rules and regulations of TwitchCon San Diego 2022 attendees as set forth by Sponsor. Failure to comply with said rules and regulations may result in forfeiture of such portion of prize in Sponsor's sole discretion. Upon any prize forfeiture, no compensation will be given.

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In the event TwitchCon San Diego 2022 is cancelled or postponed, the TwitchCon San Diego 2022 badges will not be awarded and no other compensation for that prize element will be provided. In that event, the Sponsor will select the Contest winners via remote judging and will contact the Finalists to relay the alternate Contest details. All portions of prizes are subject to availability and change and are at Sponsor's sole discretion. ALL FEDERAL, STATE, PROVINCIAL, LOCAL, AND/OR WITHHOLDING TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE FINALISTS. An IRS Form 1099 will be issued in the name of each Finalist who is a legal U.S. resident for the actual value of the Finalist Prize received; therefore each Finalist who is a U.S. resident must provide his or her Social Security Number for tax reporting purposes. Prizes awarded to Finalists who are not US residents may be subject to federal withholding tax, as required by US law.

11. FAN FAVORITE VOTING: From October 8, 2022 at 4:00 pm PT to October 8, 2022 at 7:00 pm PT (the "**Voting Period**"), Twitch users will have the opportunity to cast one (1) vote for the Finalist 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 four thousand dollars (\$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 winner among the tied Finalists.

Limit one (1) vote per person/IP address per calendar day (PT) for the duration of the Voting Period. Any suspected or deliberate attempt to manipulate or otherwise fraudulently tamper with the voting process may result in disqualification of any individual or Entrant, at the Sponsor's sole discretion.

Votes generated by script, macro, bot, commercial contest subscription, vote-swapping sites, voting software, entering service sites or any other automated means and votes by any means that subvert the voting process or do not conform to the spirit of these Official Rules will void the applicable votes and may disqualify the applicable Finalist. Finalists are prohibited from soliciting votes by any fraudulent or inappropriate means, including, without limitation, offering prizes, payments or other inducements to members of the public (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. Any rankings or vote counts posted on the Twitch website are unofficial and should not be relied upon for any purpose. If attempts are made to vote in excess of the limitations set forth in these Official Rules and/or by means other than as specifically set forth in these Official Rules, Sponsor may, in its sole discretion, disqualify any applicable Finalist or votes. In the event that Sponsor determines that the user voting mechanism has been tampered with or otherwise manipulated, Sponsor reserves the right to cancel the Fan Favorite portion of the Contest or to cancel the Contest.

12. TWITCHCON SAN DIEGO 2022 WINNER SELECTION: The winner of the TwitchCon Amsterdam Cosplay 2022 Contest (the "**TCAMS Winner**") will be able to participate to win the Grand Prize. Should the TCAMS Winner not be able to bring its Cosplay costume, in whole or in part, to San Diego, the TCAMS Winner agrees to record itself in the winning Cosplay costume and provide said recording to Twitch. Alternatively, Twitch may use any recording of the TCAMS Winner participating in the TwitchCon Amsterdam Cosplay 2022 Contest. TCAMS Winner will be judged on the Cosplay costume that was used in TwitchCon Amsterdam and not on any other Cosplay costume or attire used in TwitchCon San Diego. All Finalists and the TCAMS Winner in attendance at TwitchCon San Diego 2022 (the "**Finalists Performers**") will be required to attend a pre-judging Grand Prize session, as directed by the Sponsor, prior to walking the Grand Prize

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Contest competition stage. Finalists Performers will be pre-judged by a panel of judges to be selected by the Sponsor on the Judging Criteria defined above. Finalists Performers will be notified of time and location of their scheduled pre-judging by approximately October 3, 2022. Following the pre-judging, all Finalists Performers in attendance at TwitchCon San Diego 2022 will have the opportunity walk the Contest stage for the final judging round. The final judging round will take place on-site at TwitchCon San Diego 2022 and will be broadcast live on Twitch.tv/Twitch; the judges will evaluate the Finalists Performers based on the Judging Criteria. Other than with respect to the TCAMS Winner, the one (1) Finalist Entry 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 Finalists Performer, including the TCAMS Winner, with the highest overall score from across all categories will be deemed the potential "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 Performer is deemed the winner based on the Judging Criteria. Grand Prize winner is not eligible to be selected as a Category Prize winner and the entrant with the next highest score in the Grand Prize winner's category will be selected as the relevant Category Prize winner.

13. WINNER PRIZES: The following prizes are available in the Contest:

- **GRAND PRIZE (1):** \$15,000 USD made payable in the name of the Grand Prize Winner. ARV of Grand Prize: \$15,000 USD.
- **CATEGORY PRIZES:** (One (1) per Category, for a total of four Category prizes (4)): \$4,000 made payable in the name of each Category winner. ARV of each Category Prize: \$4,000 USD.
- **FAN FAVORITE:** One (1) Finalist will be awarded \$4,000 made payable in the name of the Fan Favorite winner in accordance with Section 11.

Chances of being selected as a Category Prize winner depend on the relative skill of the Finalists and in the case of the Grand Prize, on the skill of the Finalists Performers. No prizes will be awarded onsite at TwitchCon San Diego 2022. All prize details are at the sole discretion of the Sponsor. All state, provincial and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the Finalist Performers/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, in the Sponsor's sole discretion. The value of each 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. 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 prize winners will be required to verify address and return a Prize Claim Form within the time period directed by the Contest Entities. Prizes will not be awarded until the Prize Claim Form is properly completed, executed, and returned. If a prize goes unclaimed or a potential winner is found to be ineligible, or if the potential winner 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.

14. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Contest Entities 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 Contest Entities 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 Contest Entities have 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 any Contest Entity's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Contest Entities do 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 a Contest Entity'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.

15. RIGHTS OF CONTEST ENTITIES: Contest Entities shall have the right and sole discretion to edit, refuse to air or transmit or cease to air or transmit any Entry or Submission whatsoever which any of them finds to be in violation of the provisions hereof, does not fully comply with all of Contest Entities' requirements in connection with any and all legal clearance issues, or which any of them finds in its sole discretion to be otherwise objectionable for any reason. Contest Entities also reserve the right, time permitting, 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 execute any documents as directed by the Contest Entities. The Contest Entities are 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 Contest Entities make 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 Contest Entities neither endorse nor shall be held responsible for the reliability or accuracy of same.

16. INDEMNITY: Entrant shall indemnify, defend and hold harmless the Released Parties from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising out of or in connection with any third party action arising out of or resulting from (i) Entrant's participation in the Contest, TwitchCon San Diego, and Contest-related events and travel, (ii) a breach or allegation which if true would constitute a breach of any of Entrant's

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representations, warranties or obligations herein, and/or (iii) acceptance, possession, participation in or use or misuse of any grant or prize, including without limitation, personal injury, death and property damage arising there from.

17. GENERAL TERMS AND CONDITIONS: Without limiting the generality of the foregoing, 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; 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. Contest Entities reserve the right, in their 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, and other events not within the reasonable control of Contest Entities. 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. Contest Entities reserve the right, at their sole discretion, to prohibit any Entrant from participating in the Contest or to disqualify any individual any of them 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. Contest Entities may suspend or discontinue the Contest if, in their 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.

18. DISPUTES: This Contest is governed by the laws of the United States and the State of California, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of 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.

- 19. ARBITRATION PROVISION:** 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 an 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.
- 20. PRIVACY POLICY:** By entering the Contest, Entrant consents to collection, use and disclosure of personal information by the Sponsor or its authorized agents for the purposes of administering the Contest and awarding prizes. The information provided to the Sponsor will be used as provided in its privacy policy posted at <https://www.twitch.tv/p/privacy-policy> and any additional privacy notices relating to TwitchCon San Diego. Sponsor will not sell, rent, transfer or otherwise disclose your personally identifiable information to any third party other than as described herein, or as otherwise permitted or required by law.
- 21. WINNERS/OFFICIAL RULES:** To obtain a copy of any legally required winner list or a copy of these Official Rules, email your request with the subject line "TwitchCon San Diego 2022 Cosplay Contest Winners List" (or Rules), to to cosplaycontest@twitchcon.com. Requests must be received by December 31, 2022.