



**Hi-Rez Studios Twitch Rewards Program**  
**Official Rules**

Thank you for your interest in the Hi-Rez Studios Rewards Program for Twitch.tv (the "Program"). Hi-Rez Studios, Inc. ("Hi-Rez") wants a fair and fun environment for Program participants. Consequently, Hi-Rez requires everyone to comply with and agree to the following terms and conditions:

**1. ELIGIBILITY.**

HI-REZ IS THE SPONSOR OF THE PROGRAM. ELIGIBILITY FOR THE PROGRAM IS LIMITED TO INDIVIDUALS WHO REGISTER FOR THE PROGRAM THAT, AT THE TIME OF REGISTRATION:

- a. ARE NOT RESIDENTS OF CHINA, HONG KONG, MACAU, TAIWAN, OR THE STATES OF ALASKA, CONNECTICUT, HAWAII, MARYLAND, NORTH DAKOTA, OR VERMONT; AND
- b. ARE 18 YEARS OF AGE OR OLDER, AND OVER THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AND/OR COUNTRY OF CITIZENSHIP AS OF NOVEMBER 1, 2016, OR WHOSE PARENT OR GUARDIAN IS ENTERING THIS AGREEMENT ON THEIR BEHALF.

IF YOU MEET ALL OF THE ABOVE CRITERIA AND REGISTER FOR THE PROGRAM, YOU ARE HEREBY DEEMED A "PARTICIPANT" FOR PURPOSES OF THIS AGREEMENT. IF YOU DO NOT MEET THE ABOVE CRITERIA, YOU ARE NOT ELIGIBLE TO ENTER THE PROGRAM OR TO RECEIVE REWARDS. To be eligible to receive a Reward, participants must comply with all of these Rules. All applicable federal, state, and local laws and regulations apply. Offer void where prohibited. In the event of any dispute, entries will be deemed to have been submitted by the individual named in the registration.

**2. DISCLAIMER.**

The Program may be cancelled at any time, for any reason. Hi-Rez, Twitch Interactive, Inc. ("Twitch"), all participating sponsors and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees, and agencies will not be responsible for: (a) any late registration; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Program disruptions, injuries, losses, or damages caused by events beyond the control of Hi-Rez or Twitch; (d) any printing or typographical errors in any materials associated with the Program; or (e) errors, technical or otherwise, resulting in the Program not performing as designed, intended or planned.

**3. REGISTRATION.**

Registration for the Program shall commence upon November 16, 2016, and continue until closed by Hi-Rez. If you are a qualified entrant based on the terms herein, you may sign up to enter the Program by linking your Hi-Rez account to your Twitch account, online at <https://www.smitegame.com/my-account/#link> (the "Website"). To sign up, Participants will be required to provide certain identifying and contact information. You may register only once, and only with respect to one Hi-Rez account and one Twitch account linked together.



#### **4. REWARDS.**

a. "Reward(s)" are virtual goods offered to participants who achieve the Milestone(s) for each such Reward to be determined by Hi-Rez on Game Channels. "Milestones" are certain measurable metrics on Game Channels, such as viewing behavior, game activity, or any combination thereof. "Game Channel" means a channel on Twitch.tv that features streams of a game that (a) is operated by Hi-Rez (Hi-Rez will identify such channels); or (b) is a 3rd party channel designated by Hi-Rez. References to "game" or "games" means video games published, developed or owned by Hi-Rez.

b. Rewards will be awarded in accordance with instructions provided or published in advance of each Reward. For some Rewards, not all Participants fulfilling the Milestones will receive Rewards. For example, in some cases Participants fulfilling the Milestones will become eligible for the chance to receive a Reward, such as a percentage of Participants watching a Game Channel at a particular time will receive Rewards. Hi-Rez may include additional Rewards in the Program for qualified Participants at any time, in its sole discretion, with or without notice.

c. ALL FEDERAL, STATE, AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY REWARDS ARE THE SOLE RESPONSIBILITY OF THE REWARD RECIPIENT. ANY PERSON RECEIVING OVER \$600 IN REWARDS DURING ANY ONE YEAR PERIOD WILL RECEIVE AN IRS FORM 1099 AT THE END OF THE CALENDAR YEAR, AND A COPY OF SUCH FORM WILL BE FILED WITH THE INTERNAL REVENUE SERVICE OF THE UNITED STATES OF AMERICA.

d. Hi-Rez may require Reward recipients to (i) execute an affidavit of eligibility and acceptance of this agreement, (ii) execute a non-disclosure agreement and a release, and/or (iii) take such other actions or sign such other agreements as Hi-Rez may reasonably require in connection with its fulfillment of the Rewards, before they can receive their Reward. Rewards will be awarded provided there are sufficient number of participants in the Program. Rewards are not transferable. No substitutions or exchanges (including for cash) of any Rewards will be permitted, except Hi-Rez may substitute a Reward of equal or greater value for any Reward. All Rewards are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Rewards are subject to verification of eligibility, compliance with these rules, and any other applicable terms and conditions in Hi-Rez's sole discretion.

#### **5. RESTRICTIONS.**

As a participant in the Program, you must comply with certain restrictions set by Hi-Rez to provide a safe and appropriate environment for everyone at the Expo, including, without limitation, the following:

a. Participant must complete the required milestones himself or herself. For example, if a milestone requires viewing a program or playing a game, Participant may not have another person view a program or play the game for them, or utilize bots or other programs to complete a milestone;

b. Each Participant may receive each Reward only once, regardless of how many times a Participant fulfills a milestone. Participant may not receive a Reward for multiple accounts. Hi-Rez reserves the right to cancel Rewards or the Program, refuse to deliver any Rewards, or remove Rewards from a game, if Hi-Rez suspects a Participant of violating this Agreement or obtaining more than one of any particular Reward;

c. Participant must comply with Twitch's terms of service (<https://www.twitch.tv/p/terms-of-service>), privacy policy (<https://www.twitch.tv/p/privacy-policy>), and Hi-Rez's terms of service (<https://hzweb.hi-rezgame.net/hirezstudios/wp-content/uploads/2016/05/hi-rez-studios-online-terms-of->

service-and-use-agreement.pdf) and privacy policy (<https://hzweb.hi-rezgame.net/hirezstudios/wp-content/uploads/2016/05/hi-rez-studios-online-privacy-policy.pdf>); and

d. Participants may not use any spyware, adware, spoofing, phishing, or violate the terms of service, terms of use, privacy policy, or guidelines of any website or any person (whether owned or controlled by Hi-Rez, its affiliates, Twitch, its affiliates, or third parties) or contain downloadable programs or executables that contain viruses, worms, Trojan Horses, or any other destructive features that violate the rights of third parties, including redirection to unwanted websites, modification of browser settings interference with site navigation, or accessing data.

HI-REZ RESERVES THE RIGHT TO DISQUALIFY PARTICIPANTS FOR OTHER REASONS IN ITS SOLE REASONABLE DISCRETION TO PRESERVE THE FAIRNESS, INTEGRITY, SAFETY, PROPRIETY AND SPIRIT OF THE PROGRAM AND THE GAMES.

## **6. PROGRAM RULES.**

The Milestones for each Reward will be determined by Hi-Rez in its sole discretion. Participants receiving Rewards will be informed after the conclusion of the Reward. The decision of Hi-Rez is final.

## **7. HI-REZ'S RIGHT TO DISQUALIFY.**

If Hi-Rez believes a participant does not comply with these rules or any other applicable terms and conditions, Hi-Rez reserves the right in its sole discretion to disqualify such person at any time. In the event a Participant is disqualified, any Rewards will be forfeited.

## **8. INFORMATION COLLECTION.**

All personal information which may be collected will be treated in a manner consistent with Hi-Rez's privacy policy, which is located at <http://www.hirezstudios.com/legal>. Please review all applicable materials. By entering the Program, you hereby agree to Hi-Rez's collection and use of your personal information and acknowledge you have read and accepted these rules and Hi-Rez's privacy policy. Further, by entering the Program, you consent to Hi-Rez's use of this information to inform you of news with Hi-Rez, and to associate your name and/or alias with your submission in promotional materials for the Program, or future versions of the Program or our other programs, as well as in the list of Reward recipients referred to below in Section 10. In the event you are a citizen of France, and pursuant to French law pertaining to data collection and processing, you are informed that the data collector is Hi-Rez Studios, Inc., and the data collected will be transferred to the United States of America. Upon request, you will be provided with access to your personal data. You also have a right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to "Hi-Rez Studios Twitch Rewards Program--Personal Data," c/o Hi-Rez Studios, 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. You may also withdraw your personal data upon request; however, you will be immediately disqualified as an entrant in the Program if you withdraw your personal data prior to the determination and fulfillment of the Rewards.

## **9. GENERAL RELEASE.**

By entering the Program, you release Hi-Rez, Twitch and any participating sponsors, and any of their respective parent companies, affiliates, directors, officers, employees, and agents (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Program or delivery, incorrect delivery, acceptance, possession, use of or inability to use any Reward (including,

without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, whether or not intentional), whether under a theory of contract, tort (including negligence), warranty, or other theory.

#### **10. RECIPIENT'S LIST; RULES REQUEST.**

For a list of Participants receiving Rewards, send a stamped, self-addressed, business-size envelope after December 31, 2016 and before 30 days following termination of the Program to Hi-Rez at the following address: "Hi-Rez Studios Twitch Rewards Program–Recipient's List," c/o Hi-Rez Studios, 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Hi-Rez at the following address: "Hi-Rez Studios Twitch Rewards Program--Rules Request," c/o Hi-Rez Studios, 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. Residents of Washington and Vermont may omit return postage.

#### **12. MISCELLANEOUS.**

The Program and these rules will be governed, construed, and interpreted under the laws of the State of Georgia, United States of America. You agree to be bound by these rules and by the decisions of Hi-Rez, each of which is final and binding in all respects. Hi-Rez reserves the right to change these rules at any time, in its sole discretion, and to suspend or cancel the Program or any participant's participation in the Program should viruses, bugs, unauthorized human intervention, or other causes beyond Hi-Rez's control affect the administration, security, or proper play of the Program or Hi-Rez otherwise becomes (as determined in its sole discretion) incapable of running the Program as planned. Participants who violate these rules, tamper with the operation of the Program, or engage in any conduct that is detrimental or unfair to Hi-Rez, the Program, or any other Participant (in each case as determined in Hi-Rez's sole discretion) are subject to disqualification from entry into the Program. Hi-Rez reserves the right to lock out of the Program or any games persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Program. If you have any questions about these rules or the Program, please e-mail them to [legal@hirezstudios.com](mailto:legal@hirezstudios.com) or send written questions to Hi-Rez Studios, "Hi-Rez Studios Twitch Rewards Program," c/o Hi-Rez Studios, 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America. The names of individuals, groups, companies, products, and services mentioned herein, and any corresponding likenesses, logos, and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group, or company, or the inclusion of a product or service as a Reward, does not imply any association with or endorsement by such individual, group, or company, or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these rules will not affect the validity or enforceability of any other provision. In the event any provision of these rules is determined invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained therein. Hi-Rez's failure to enforce any term of these rules will not constitute a waiver of that provision.

#### **13. PROGRAM SPONSOR.**

Hi-Rez Studios, Inc., 3750 Brookside Parkway, Suite 200, Alpharetta, Georgia 30022, United States of America, is responsible for all aspects of this Program.

///END OF RULES///

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