

**IMPORTANT NOTICE:** THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS SET FORTH IN SECTION 15 OF THE TWITCH TERMS OF SERVICE TO THE EXTENT PERMITTED BY APPLICABLE LAW.

THESE TERMS AND CONDITIONS GOVERN THE TWITCH USER RESEARCH COMMUNITY REWARDS PROGRAM (THE “**PROGRAM**”).

### ACCEPTANCE OF PROGRAM TERMS AND CONDITIONS

These Twitch User Research Community Rewards Program Terms and Conditions (these “**Program Terms**”) set forth the terms and conditions for the user research rewards program operated by or on behalf of Twitch Interactive, Inc. (“**Twitch**”). By participating in the Program, you agree to these Program Terms and the [Twitch Terms of Service](#) (these Program Terms and the Twitch Terms of Service are collectively referred to herein as the “**Terms**”), and you acknowledge the [Twitch Privacy Notice](#) (“**Privacy Notice**”) applies. The Twitch Terms of Service and Privacy Notice are incorporated herein by reference.

Twitch reserves the right to periodically update and change these Program Terms and all documents incorporated by reference. You can find the most recent versions of these documents on the Twitch website or by clicking the links above. You should check these documents regularly for any updates. Your continued participation in the Program will constitute acceptance of any modified terms. In the event of any conflict or inconsistency between these Program Terms and the Twitch Terms of Service, these Program Terms will prevail, govern, and control with respect to any matters pertaining to the Program and the Twitch Terms of Service will prevail, govern, and control with respect to all other matters.

## **1. INTRODUCTION**

1.1 The Program provides invited participants with the opportunity to earn “**Rewards**” by participating in certain research activities offered by Twitch and/or its third-party Program affiliates. If you participate in and complete designated research activities offered by Twitch and/or its third-party Program affiliates, you will be entitled to receive various Rewards as set forth below.

## **2. ELIGIBILITY AND ENROLLMENT**

2.1 The Program is open only to individuals who (i) are of the age of majority in their state or country of residence; (ii) have a Twitch account in good standing; (iii) are not Twitch employees; and (iv) are not residents of countries currently subject to United States embargo or on the United States list of state sponsors of terrorism. Any person whose Twitch account has been terminated or suspended by Twitch is NOT eligible to participate.

2.2 The Program is provided to individuals only. Corporations, associations, or other groups may not participate in the Program. It will be considered fraudulent for any individual, company, club, association, or group to use or to direct, encourage, or allow other persons to use a single Program account for the purpose of accumulating or aggregating Rewards for combined use, unless such use is expressly permitted by Twitch.

2.3 Twitch will invite users to enroll in the Program at its TwitchCon conference, on its website, by email, and at other times, in Twitch’s sole discretion. To enroll in the Program, you must register at the member portal specified in your invitation to join the Program (the “**Member Portal**”). After you complete your registration, if Twitch decides, in its sole discretion, to accept you into the Program, you will be enrolled in the Program.

2.4 Limit one (1) Program account per person. You cannot have more than one Program account, even if you have multiple Twitch accounts. Twitch may, at any time, require you to verify your name and address by providing a copy of your driver’s license or other form of identification approved by Twitch, in addition to providing Twitch with a signed statement of legitimacy; and Twitch may automatically require such verification in the case of multiple accounts from the same address, household, computer, or IP address. If you attempt to participate in the Program using more than one Program account, all unredeemed

Rewards in your Program account may be forfeited, and Twitch may, at its sole discretion, terminate your Program account and permanently ban you from participating in the Program.

2.5 Additional or different eligibility criteria may apply to certain Program opportunities to earn or use particular Rewards.

### **3. EARNING REWARDS**

3.1 Rewards can be earned by participating in certain research opportunities (each, an “Activity”, and collectively, the “**Activities**”). Twitch may award more than one type or “class” of Reward. Not all Activities will have an associated Reward. The number of Rewards, if any, and the type or class of Rewards that can be earned by participating in any Activity will be disclosed when the opportunity to participate in the Activity is presented. Twitch may set limits on the number of Rewards a participant can earn in a specified period of time.

3.2 Activities are available only by invitation from Twitch, in Twitch’s sole discretion. Enrolling in the Program does not guarantee an invitation to participate in a particular Activity or any specific number of Activities.

3.3 If you choose to participate in an Activity, upon satisfying all of the requirements of the Activity, you will be awarded the Reward associated with completing that Activity so long as Twitch and/or its third-party Program affiliates are able to properly track your valid and completed Reward-earning Activities. For avoidance of doubt, Twitch shall not be obligated to award Rewards to Program participants for any Activity that is not properly recorded, tracked, completed, and/or deemed approved under Twitch’s or its third-party Program affiliates’ policies, procedures, and systems.

### **4. REDEEMING REWARDS**

4.1 Rewards may consist of gift cards, merchandise, digital or other virtual assets, and other rewards as determined by Twitch in its sole discretion (each, a “**Reward**”). Twitch, in its sole discretion, may impose a limit on the number of Rewards in the aggregate or by type that may be earned per account, per day, per Reward, per Activity, or per any other generally-applicable metric that may be selected by Twitch from time to time in its sole discretion. Digital Rewards will be emailed to your email address that is currently on file with Twitch for your Program account. Physical Rewards may be mailed to you at the mailing address associated with your Program account. Processing times may vary. Rewards that are undeliverable or unclaimed for whatever reason (including, without limitation, because your Program account information is incorrect or outdated) may be forfeited.

4.2 Rewards are subject to availability as determined by Twitch in its sole discretion. Twitch reserves the right to modify, amend, or revise the Rewards available. You may not rely on continued Reward availability. The Activity required to earn any Reward may be substantially changed, any Reward may be withdrawn, and restrictions on any Reward or its use may be imposed by Twitch or its third-party Program affiliate supplying the Reward. Rewards are non-assignable and non-transferable and may not be bartered or sold. Any Rewards assigned, transferred, bartered, or sold in violation of these Program Terms may be confiscated or cancelled. Twitch reserves the right to substitute Rewards of comparable or greater value if any redeemed Reward becomes unavailable for any reason. Rewards pictured in point-of-sale, online, television and print advertising, promotional packaging, or other Program materials are for illustrative purposes only. The actual Reward may vary from the Reward pictured. All details and restrictions of Rewards not specified at the time the Reward-earning opportunity is presented will be determined by Twitch in its sole discretion.

4.3 You shall be solely responsible for all federal, state, and/or local taxes including, without limitation, income taxes and any reporting consequences thereof in connection with a Reward. If required by law, as determined by Twitch in its sole discretion, Twitch reserves the right to issue an IRS Form 1099 for the value of the Rewards earned and/or withhold and remit to the appropriate taxing authorities the amount of any taxes due.

4.4 Rewards may not be redeemed for cash, sold, auctioned, bartered, brokered, purchased, transferred, assigned, or used to engage in any gambling activity. Any Rewards obtained in this manner by any person or entity will be considered to have been fraudulently obtained and deemed void and such Rewards may be confiscated, revoked or cancelled. Rewards must be used and redeemed in accordance with these Program Terms and any deadlines or expiration dates corresponding to the particular Reward.

## **5. MODIFICATION AND TERMINATION**

5.1 Twitch may modify any of these Program Terms, including, but not limited to, the methods through which Rewards can be earned, the types or “classes” of Rewards available, and the conditions under which unredeemed Rewards may expire or be forfeited, at any time, with or without notice, even though these changes may affect your ability to use Rewards that you have already earned. For changes to these Program Terms that Twitch considers to be material, Twitch will place a notice on the Member Portal or notify you via email. The most current version of these Program Terms will be available on the Member Portal and will supersede all previous versions of these Program Terms.

5.2 The Program has no predetermined termination date and may continue until such time as Twitch decides to terminate the Program. Twitch may, in its sole discretion, modify or terminate the Program, in whole or in part, at any time and for any reason or no reason at all, with notice on the Member Portal or via email to your email address currently on file with Twitch for your Program account.

5.3 If Twitch decides in its sole discretion to discontinue the Program, for any Rewards that expire, you will have approximately thirty (30) days or an amount of time deemed reasonable by Twitch in its sole discretion from the date the Program termination is announced to redeem and use your remaining Rewards, if any. You may not rely on continued Reward availability. Twitch makes no representation or warranty about the number or type of Rewards that may be available after Program termination has been announced, and many Rewards that may have been available prior to termination will quickly become depleted or otherwise unavailable once the Program termination has been announced. Any Rewards that expire after the time period for redeeming and using Rewards has expired will be forfeited and no compensation will be provided.

5.4 Twitch may cancel your Program account, cancel earned Rewards, or suspend your privileges at any time with immediate effect if Twitch determines in its sole discretion that you have (a) acted in a manner inconsistent with applicable laws or ordinances; (b) acted in a fraudulent or abusive manner; (c) breached any of the Terms; (d) engaged in any fraud or abuse concerning Rewards, Rewards usage, or Rewards redemption; or (e) engaged in any conduct or act that causes Twitch to terminate or suspend your Twitch account. Twitch may also take appropriate administrative or legal action if any of the items listed above occurs. Nothing contained in these Program Terms shall limit Twitch in its exercise of any legal or equitable rights or remedies.

5.5 Twitch reserves the right, in its sole discretion, to terminate your Program account if your Program account becomes dormant. A Program account will be considered dormant if you (i) fail to log onto your Program account for six (6) months, or with whatever regularity is deemed sufficient by Twitch in its sole discretion; or (ii) fail to respond to five or more consecutive Twitch notifications requesting your participation in an Activity.

5.6 Participation in the Program is completely voluntary, and you may opt out of being contacted for these studies at any time by writing to [TwitchResearch@insights.twitch.tv](mailto:TwitchResearch@insights.twitch.tv) to unsubscribe from the panel. If you would like to delete your entire Twitch account, please follow the instructions in our Privacy Notice.

## **6. PROGRAM MALFUNCTIONS AND CONDUCT**

6.1 Twitch is not responsible for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions; or for any technical malfunctions, failures, or difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Additionally, Twitch is not responsible or liable for any computer, programming, or printer errors, or for the unintended issuance or

redemption of any Reward or any particular type of Reward. In no event will Twitch be liable for, and you expressly release Twitch from, any claims as to the unintended issuance or redemption of any Reward or any particular type of Reward.

6.2 If, for any reason, the Program is not capable of running as planned, including, due to errors of any kind or nature, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Twitch which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, Twitch reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Program or otherwise respond to the circumstances as Twitch deems appropriate. In the event Twitch is prevented from continuing with the Program as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Twitch's control (each a "**Force Majeure**" event or occurrence), Twitch shall have the right to modify, suspend, or terminate any and all Rewards and/or the Program, in whole or in part.

6.3 Any attempts by you to access the Program via a bot script or other brute-force attack shall result in you becoming ineligible to participate in the Program. Twitch, in its sole discretion, reserves the right to disqualify and terminate participation of anyone found to be (i) tampering with the operation of the Program; (ii) acting in violation of the Terms; (iii) acting in an unethical or disruptive manner; (iv) acting with intent to annoy, abuse, threaten, or harass Twitch, its representatives, or any other person in any manner related to the Program; (v) tampering with, altering, attempting to alter, creating, or attempting to create or duplicate Rewards; or (vii) colluding or attempting to collude with one or more Program account holders to gain an unfair advantage by sharing knowledge or other information in order to earn Rewards.

## **7. LIMITATION OF LIABILITY**

7.1 This Program is provided on an "AS IS" basis and without warranty, guaranty, or representation of any kind, expressed or implied, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, and non-infringement. Twitch is not responsible for any assurances, guarantees, representations, or warranties made or implied by any parties associated with or involved in this Program, including but not limited to any merchandisers, manufacturers, suppliers, or advertisers of any Reward. By participating in the Program, you accept all responsibility for, and hereby indemnify and hold Twitch harmless from and against, any claims that may arise from actions taken by you or any unauthorized access to your Program account by any third party.

7.2 UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL TWITCH AND ITS PARENT, SUBSIDIARIES, DIVISIONS AND AFFILIATES (COLLECTIVELY, THE "**PROGRAM ENTITIES**") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM, EVEN IF ANY OR ALL OF THE PROGRAM ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF YOU PROVE THAT TWITCH HAS IMPROPERLY DENIED YOU ANY REWARDS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT REWARD. BY PARTICIPATING IN THE PROGRAM, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM MORE THAN ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION, OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. YOU ALSO SPECIFICALLY WAIVE ANY BENEFIT UNDER CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES "A GENERAL RELEASE DOES NOT EXTEND TO UNKNOWN CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY”.

## **8. GENERAL TERMS AND CONDITIONS**

8.1 DIGITAL REWARDS DO NOT CONSTITUTE YOUR PROPERTY AND HAVE NO VALUE OUTSIDE OF THE PROGRAM. UNREDEEMED DIGITAL REWARDS ARE CREDITS THAT TWITCH MAY REVOKE AT ANY TIME AS SET FORTH HEREIN. UNREDEEMED REWARDS ARE NOT TRANSFERABLE UPON DEATH, AS PART OF A DOMESTIC RELATIONS MATTER, OR OTHERWISE. FOR PURPOSES OF THE PROGRAM, GIFT CARDS DO NOT CONSTITUTE DIGITAL REWARDS.

8.2 Participation in the Program constitutes your permission for Twitch, its subsidiaries, affiliates, successors, assigns, licensees, and authorized agents to use your first and last name, username, photograph, likeness, voice, biographical information, statements, address (city and state), and a description of any Rewards earned and any other personal characteristics for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation.

8.3 You are responsible for ensuring that the information in your Program account is accurate and is kept current. If you believe that your Program account does not properly reflect Rewards earned from engaging in any Activities, you must contact Twitch to resolve the issue.

8.4 Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Twitch reserves the right to seek damages from any such person to the fullest extent permitted by law.

8.5 Twitch's failure to enforce any of these Program Terms shall not constitute a waiver of the affected provision, or any other provision.

8.6 All questions or disputes regarding an individual's eligibility for the Program; the earning, crediting, or use of Rewards; or compliance with these Program Terms will be resolved by Twitch in its sole discretion.

8.7 If any provision of these Program Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Program Terms, which will otherwise remain in full force and effect.