

## **TWITCH – DUNKIN’ CHALLENGER CUP 2023 SWEEPSTAKES - MAY**

### **OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**TO BE ELIGIBLE TO PARTICIPATE AND WIN A PRIZE (AS THAT TERM IS DEFINED BELOW), YOU MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.**

**BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR INDEMNIFICATION OF THE SPONSOR AND OTHER PROMOTION ENTITIES BY YOU, A CLASS ACTION AND JURY TRIAL WAIVER, A REQUIREMENT THAT MOST DISPUTES BE SETTLED BY MANDATORY BINDING ARBITRATION, AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1) Eligibility:** To be eligible to enter the Twitch – Dunkin’ Challenger Cup 2023 Sweepstakes – May (“Sweepstakes”) and receive a Prize, entrants must, at the time of entry, meet all of the following requirements: (i) be legal residents of the fifty (50) United States or the District of Columbia (“Territory”); (ii) be 18 years of age or older and the age of majority in the entrant’s jurisdiction as of the date and time of participation; and (iii) be registered users of Twitch (each, a “Participant(s)”). If you are not already a registered user of Twitch, it is free to join. Employees, officers, directors and agents of Twitch Interactive, Inc. (“Twitch”), Dunkin Brands, Inc. (“Dunkin”), Fooji, Inc. (“Fooji,” “Sponsor” or “Administrator”), any other company involved in the presentation, administration or fulfillment of the Sweepstakes, and their respective subsidiaries, affiliated companies, and divisions (collectively, the “Sweepstakes Entities”) and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Sweepstakes. Void outside the Territory and where prohibited or restricted by law.

**2) Sponsor and Administrator:** Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507. The Sweepstakes is not administered or sponsored by Dunkin’.

**3) Sweepstakes Entry Period:** The Promotion Period shall begin at or around 2 p.m. Pacific Time on May 12, 2023 when Twitch Rivals announces the Sweepstakes on its twitch.tv/twitchrivals Twitch stream (the “CTA”), and shall end at 6:15pm Pacific Time on May 12, 2023 or when 883 eligible Participant Posts (defined below) are received, whichever is sooner (“Promotion Period”). The Sweepstakes Entry Period shall begin after the identified streamer reaches the identified goal during the Promotion Period, and shall end at 6:15pm Pacific Time on May 12, 2023 or when 883 eligible Participant Posts (defined below) are received, whichever is sooner (“Sweepstakes Entry Period”).

**4) How To Participate in the Sweepstakes:** At the beginning of the Promotion Period, at or around 2 p.m. PT on May 12, 2023, Twitch Rivals will announce the Sweepstakes and the goal which the streamers must reach in order to unlock the Sweepstakes Entry Period for Participants on their twitch.tv/twitchrivals Twitch stream (the “CTA”). After the CTA is made and if and when the goal is reached, to enter, Participants must send a public message in the twitch.tv/twitchrivals stream chat with the hashtag #dunkinpromotion (“Required Hashtag”) (each, a “Participation Post”) to be received by no later than 6:15pm Pacific Time (“PT”) on May 12, 2023 or when 883 eligible Participant Posts are received, whichever is sooner. If a Participant’s Participation Post is one of the first 883 eligible Participant Posts to be received by Fooji, Participant will be sent via direct message on Twitch a link to the online registration form. Participant must fully complete and submit the registration form by providing their name, physical address, email address, and phone number by no later than the date and time stated in the notification. Sponsor may, in its sole discretion, accept or reject any Participation Post that does not include the Required Hashtag as set forth in the CTA and herein. Participation Posts and/or online registration forms that are incorrect or incomplete, received after the stated deadline, or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a Participation Post. Due to the way Twitch operates its service, Fooji may not be able to view or record Participation Posts, receive, or send communications, or otherwise detect participation from or interact with Participants who have Twitch account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such Participant will be disqualified and ineligible to receive a prize. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each Participation Post and registration form entry (if applicable) must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of Participation Posts or registration forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

**NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES:** When you participate in the Sweepstakes via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device’s capabilities for specific instructions.

**5) Prize:** Eight hundred eighty-three (883) prizes will be available to be awarded (as further outlined in the chart below) throughout the Territory (each a “Prize”). No more than the stated number of Prizes may be awarded. All applicable federal, state and local taxes and all other costs and expenses associated if Prize acceptance and use (if any) not expressly listed in these Official Rules as being provided are the sole responsibility of the winners. Winners may receive an IRS Form 1099 for the retail value of the Prize and must, if requested by Sponsor, provide Sponsor with a valid social security number if requested for tax reporting purposes. Prizes are non-

transferable and may not be substituted or redeemed for cash by winners. Sponsor reserves the right to substitute any Prize for one of comparable or greater value. Must have established an account via the Dunkin' app to receive and redeem gift codes. Terms and conditions apply to use of digital gift codes. All Prize details are at Sponsor's sole discretion. Limit one (1) Prize per person for the entire Sweepstakes.

<b>Prize</b>	<b>Approximate Retail Value ("ARV") of Each Prize</b>	<b>Number of Prizes Available</b>
<b>First Prize: One (1) Dunkin For A Year Dunkin Donuts, awarded as a \$598 Digital Gift Code</b>	<b>\$598</b>	<b>8</b>
<b>Second Prize: One (1) Dunkin For A Month Dunkin Donuts, awarded as a \$50 Digital Gift Code</b>	<b>\$50</b>	<b>25</b>
<b>Third Prize: One (1) Dunkin For A Week Dunkin Donuts, awarded as a \$15 Digital Gift Code</b>	<b>\$15</b>	<b>50</b>
<b>Fourth Prize: One (1) \$4 Dunkin Donuts Digital Gift Code</b>	<b>\$4</b>	<b>800</b>
<b>Total ARV of all Prizes</b>		<b>\$9,984</b>

**6) Winner Determination:** Odds of winning a Prize depend on the number of Participants and timing of Participation Posts. Fooji will be the official time keeping device for the Sweepstakes and all decisions by the Sponsor regarding the timing of Participation Posts and the order in which they are received will be final and binding. Subject to compliance with these Official Rules:

- I. the first eight (8) eligible and verified Participants who make a qualifying Participation Post after the goal has been achieved and who complete the registration process which is received by Sponsor during the Promotion Entry Period will qualify to receive a First Prize.

- II. After the First Prizes have been claimed, the first twenty-five (25) eligible and verified Participants who make a qualifying Participation Post after the goal has been achieved and who complete the registration process which is received by Sponsor during the Promotion Entry Period will qualify to receive a Second Prize.
- III. After the Second Prizes have been claimed, the first fifty (50) eligible and verified Participants who make a qualifying Participation Post after the goal has been achieved and who complete the registration process which is received by Sponsor during the Promotion Entry Period will qualify to receive a Third Prize.
- IV. After the Third Prizes have been claimed, the first eight hundred (800) eligible and verified Participants who make a qualifying Participation Post after the goal has been achieved and who complete the registration process which is received by Sponsor during the Promotion Entry Period will qualify to receive a Third Prize.

Participants selected as winners are limited to one (1) Prize per person, per Twitch account. Potential winners are subject to verification and may be required to sign and return to Sponsor for its receipt within three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor, or if any message or email intended for a potential winner is returned as undeliverable, then the applicable Prize may be forfeited. Any request related to lost, mutilated, missing, unclaimed, or stolen Prize(s) must be received within 14 days of notification of winning or will be ignored. For any concerns regarding prize redemption, reach out to [help@fooji.com](mailto:help@fooji.com).

**7) Publicity Grant:** Participation in the Sweepstakes constitutes permission for the Sweepstakes Entities and their respective designees to use the Participant's name, Twitch handle, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed throughout the world in perpetuity without further notification, compensation or review, including a Participant list to be used by Fooji and its partners to re-target participants via email, unless prohibited by law.

**8) General Rules / Limitations of Liability:** By participating in the Sweepstakes, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding in all respects. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor, Twitch, Dunkin Donuts, and the other Sweepstakes Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Participation Posts, registration forms, or other messages or communications of any kind, at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission,

interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Twitch platform or any combination thereof; (e) lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, postage-due or garbled emails, notifications, mail, entries or other communications of any kind; (f) any injury or damage to Participant's or to any other person's computer or other device which may be related to or resulting from any attempt to participate in the Sweepstakes; or (g) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Participation Posts or registration forms, the announcement of the Prize or in any Sweepstakes-related materials. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; and all associated Participation Posts and/or registration forms will be void. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, Twitch accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages (including, but not limited to, attorneys' fees) from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Twitch platform that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Sweepstakes in whole or in part. In the event Sponsor experiences a technical failure during admission of the Sweepstakes that causes the Sweepstakes to be suspended, Sponsor shall select a winner(s) by random drawing from all eligible, non-suspect entries received up to the point of the technical failure or as otherwise deemed fair and appropriate by Sponsor. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND OTHER SWEEPSTAKES ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER SWEEPSTAKES ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).**

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Sweepstakes Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the Prize in the event that any of the Sweepstakes activities or Sweepstakes Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Sweepstakes Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE SWEEPSTAKES ENTITIES. SECTION 1542 READS AS FOLLOWS:

*"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY 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."*

**9) Privacy Policy:** By entering the Sweepstakes, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to Fooji's privacy policy posted at <https://www.fooji.com/privacy/>

**10) Governing Law / Disputes/ Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, each Participant agrees that (1) any and all disputes and causes of action arising out of or connected with these Sweepstakes, including but not limited to Prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and Participant further waives all rights to have damages multiplied or increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**11) Severability:** If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

**12) Winners List:** For a winners' list, no later than 60 days after the close of the Sweepstakes, send an email request with the name of the Sweepstakes to [hello@fooji.com](mailto:hello@fooji.com) or mail your request together with a self-addressed stamped envelope to The Twitch Dunkin' Challenger Cup 2023 Sweepstakes - May Winners List to Sponsor at the address noted in Section 3 above.

**13) Questions?** If you have any questions, you may contact us at [help@fooji.com](mailto:help@fooji.com).