WYRMWOOD



CONTEST & SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The Wyrmwood Twitch Sweepstakes (the "Sweepstakes") is intended for legal residents of any country and shall be construed and evaluated according to U.S. law and the laws of any relevant countries. The Sweepstakes is sponsored by Wyrmwood, 144 West Britannia Street, Taunton, MA, 02780 (the "Sponsor")

1. Eligibility: Sweepstakes is open only to those who enter via the method outlined in Section 4 and who are at least eighteen (18) or the age of majority, whichever is older, in their respective states/provinces of permanent residence as of the date of entry (the "Entrants"). The Sweepstakes is only open to legal residents of any country and is void where prohibited by law. Employees, officers, directors, agents, and representatives of the Sponsor, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, suppliers, sales representatives, and advertising and promotional agencies; and their immediate family members and/or those living in the same household of each (collectively, the "Released Parties") are NOT eligible to participate in the Sweepstakes. Non-eligibility or non-compliance with any of the rules set out in this document (the "Official Rules") will result in disqualification. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law.

(For the avoidance of doubt, any references in these Official Rules to Entrants shall also include those Entrants who are deemed Winners (as defined below)).

- 2. Agreement to Official Rules: By participating, Entrants agree to be fully unconditionally bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding in all matters relating to the Sweepstakes. Winning a Prize (as described below) is contingent upon fulfilling all requirements set forth herein. The Sweepstakes is subject to all applicable federal, state and local laws.
- **3. Sweepstakes Period:** For all purposes of Sweepstakes, the Sponsor's computer is the official clock and all times refer to Eastern Time ("ET"). The Sweepstakes begins at 2:30pm every Tuesday, Wednesday, and Thursday and ends at 3:30pm the same day (the "Sweepstakes Period"). All online entries must be received by 3:30pm that day.

- 4. How to Enter: To enter the Sweepstakes, Entrants must both
 - (A) Entrants must access the chat room during a respective Wyrmwood shop stream being broadcast during the Sweepstakes Period and participate in a live chat ("Chat") using Wyrmwood's Twitch channel at twitch.tv/wyrmwoodgaming. During each respective episode, a specific keyword ("Keyword") will be announced at approximately 2:30pm ET (Subject to change. Actual time may vary at Sponsor's sole discretion. Watch Show for details). After submitting a Chat comment/response with the correct Keyword, said Entrant will then receive one (1) entry into the respective individual sweepstakes, limit one (1) entry per person per chat handle per Wyrmwood shop stream airing during the Sweepstakes Period. Entries for each individual Sweepstakes must be received by the time noted by Sponsor during the respective shop stream of Wyrmwood on each respective Tuesday, Wednesday, and Thursday.

The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of the Sponsor.

The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. Released Parties are not responsible for: late, incomplete, inaccurate, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the sole purpose of administering this Sweepstakes. All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at https://wyrmwoodgaming.com/terms-and-conditions/. By entering the Sweepstakes and providing their email address and other contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

- **5. Prizes:** Winners will receive a Wyrmwood product valued between \$25 and \$1,000 USD, as outlined in the on-stream information (the "Prize"). Actual/appraised value may differ at time of Prize award. The specifics of the Prize shall be solely determined by the Sponsor. No cash or other Prize substitution permitted except at Sponsor's discretion. The Prize is non-transferable. Any and all Prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of Prize or transfer/assignment of Prize to others or request for the cash equivalent by winners is permitted. Acceptance of Prize constitutes permission for Sponsor to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 6. Odds: The odds of winning depend on the number of eligible Entries received.

7. Drawing and Notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via a live announcement on the Wyrmwood shop stream and a direct message, or "whisper" from the official Wyrmwood account @wyrmwoogaming within five (5) days following the Winner selection. Sponsor shall have no liability for a Winner's failure to receive notices due to Winners' spam, junk e-mail or other security settings or for Winners' provision of incorrect or otherwise non-functioning contact information. If the selected Winner cannot be contacted, is ineligible, fails to claim the Prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, Prize may be forfeited and an alternate winner selected.

The receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- **8. Rights Granted by Entrants:** By entering this content you understand that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, Entrants' Entries, including, without limitation, the Entry and Winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- **9. General Terms & Conditions:** If for any reason, the operation or administration of this Sweepstakes is impaired or incapable of running as planned, including but not limited to (i) infection by computer virus or bugs; (ii) tampering or unauthorized intervention; (iii) fraud; (iv) technical failures or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible Entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules.

Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's website(s); or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN

ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

By entering the Sweepstakes you agree to receive email newsletters periodically from Sponsor. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Release and Limitations of Liability: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from any litigation, claim, or cause of action arising out of participation in the Sweepstakes including, but not limited to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (ii) unauthorized human intervention in the Sweepstakes, or any part thereof; (iii) printing errors; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of Entries; or (v) illness, injury, death, loss, or damage that may occur, directly or indirectly, in whole or in part, whether caused by negligence or not, from Entrant's participation in the Sweepstakes and/or their acceptance, receipt, possession, use, or misuse of any Prize or any portion thereof.

Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND MASSACHUSETTS, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, Entrants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts, having jurisdiction. Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than Entrant's actual out-of-pocket

expenses (i.e. costs associated with entering this Sweepstakes), and Entrant further waives all rights to have damages multiplied or increased.

- **12. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Wyrmwood Website. To read the Privacy Policy, <u>click here</u>.
- **13. Severability:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.
- 14. Miscellaneous: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by the Sponsor. The waiver by Sponsor of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the Sponsor and Entrant.
- **15. Winners List:** To request confirmation of the name, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, within 15 business days following the winner selection announcement, to: Wyrmwood Sweepstakes Winners List Request, 144 West Britannia, Taunton, MA, 02780.