

## KINGUIN MARKETING CAMPAIGN – “SNEAKY CHALLENGE!”

### TERMS & CONDITIONS

These Terms & Conditions govern your participation in the marketing campaign “Sneaky Challenge!” (hereinafter the: “**Campaign**”) organized by Kinguin Digital Limited with its registered office at 5/f Chung Nam Building, 1 Lockhart Road, Wan Chai, Hong Kong (“**Kinguin**”). **PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE CAMPAIGN.**

*Note that when participating in the Campaign you may win rewards, which may trigger tax obligations. You are solely liable for managing your own tax obligations and to comply with applicable laws in this regard, including for reporting and paying of any taxes, duties, or other levies.*

1. Campaign is dedicated to registered and active users of the Twitch.tv (online platform run by Twitch Interactive, Inc.) who stream live to viewers via Twitch.tv (“**Streamers**”).
2. In relation to Campaign, Kinguin processes only personal data required to perform Campaign, including to verify participation of Streamer’s, verify winning criteria and transfer rewards. Please see Kinguin’s [Privacy Policy](#) for further information.
3. Campaign will last from 6 June 2024 (15:00 CEST) until 9 June 2024 (23:59 CEST) (“**Campaign Period**”), and its aim is to advertise and increase the recognition of the video game “Sneak Out” developed by Kinguin Studios sp. z o.o. available on Steam (“**Sneak Out**”).
4. Three Streamers with the longest streaming time of the Sneak Out game during the Campaign Period on the Twitch.tv platform, will receive a Reward. Stream time will be calculated via <https://twitchtracker.com/> and will only count towards participation in the Campaign if the Streamer is actively playing the Sneak Out during the stream (e.g., the time while Streamer walks away from the computer or is engaged in other activities while the Game is running – will not be counted).
5. In order to be eligible to win a Reward and participate in the Campaign, Streamers must sign up to participate in the Campaign by commenting under the Kinguin post announcing the Campaign, providing their user ID from Twitch.tv allowing Kinguin to track their streaming progress.
6. Streamer must record and save their streams from the Sneak Out as part of a publicly available VOD on Twitch.tv, in such a way that Kinguin will be able to verify at the end of the Campaign Period whether the Streamer has complied with these Terms and Conditions. Any period that is not recorded and saved as a publicly available VOD within Twitch.tv will not count towards participation in the Campaign.

7. The Reward for the first place is €2,000 (two thousand euro), for second place €1,000 (one thousand euro) and for third place €300 (three hundred euro) ("**Reward**").
8. The Rewards cannot be exchanged, converted or traded for products or items.
9. The winning Streamers will be notified of their Reward within 14 days of the end of the Campaign Period, subject to additional announcement in the post announcing the Campaign.
10. Kinguin may require additional details necessary for delivery, e.g. bank account number or personal data. The Streamer is required to provide Kinguin with the requisite information within a period of 21 days from request. If the Streamer fails to respond in that time, Kinguin will contact him again and allow an additional period of 7 days for the Streamer to provide the necessary information. If the Streamer fails to respond in that time he will forfeit the Reward.
11. In exceptional circumstances, Kinguin may prematurely terminate the Campaign, upon notification to participating Streamers and subject to separate announcement, due to unforeseen important reasons, such as: (i) if and to the extent that such termination is required under applicable laws governing a Campaign, Twitch.tv platform or Kinguin's activities to ensure legal compliance, (ii) due to technical issues affecting security of Streamer's personal data.
12. Campaign may require Streamers to share with Kinguin copyrightable works as part of the activities carried out in order to win the Reward (e.g. livestream recordings). All such content should be original and not infringe on the rights of third parties, including intellectual property rights, copyrights, personal rights. Unlawful use of copyrighted works, even if modified or incorporated into a new piece of work, is prohibited. Streamers shall retain ownership to content they submit in the course of Campaign, however by participating in a Campaign and sharing such content with Kinguin, Streamers grant Kinguin a worldwide, non-exclusive, royalty-free, non-revocable license to use, copy, reproduce, process, adapt, modify, repost, display and distribute such content in all of Kinguin's social media platforms (including: Discord, Facebook, Instagram, TikTok, X) and on [www.kinguin.net](http://www.kinguin.net).
13. Kinguin makes no warranty or representation of any kind, either expressed or implied, as to the nature, quality or suitability of a Campaign and Reward.
14. Considering the international character of the Campaign and Kinguin's operations, the construction, validity and performance of these Terms and Conditions shall be governed by Polish law with exclusion of the conflict of laws rules.
15. Dispute resolution clause:
  - a. In case of any dispute arising out of or in connection with these Terms and Conditions, Kinguin and Streamer will negotiate in good faith amicable settlement.
  - b. Kinguin and Streamer will consider referring the dispute to formal or informal mediation, before initiating any proceedings.
  - c. Should Kinguin or Streamer decide that an amicable dispute resolution is not attainable, it will be entitled to refer the case to be finally settled by the

arbitral tribunal at the Lewiatan Court of Arbitration in Warsaw, Poland in accordance with the Rules of that Court in force on the date of commencement of the proceeding by arbitrators selected in accordance with those rules. The legal seat of arbitration shall be Warsaw, Poland, with arbitral hearings scheduled online. The language of the proceedings shall be English.

16. All questions or complaints may be submitted to Kinguin via email at: [help@kinguin.net](mailto:help@kinguin.net).