

THE ONE20 CONTEST
OFFICIAL RULES (the “Official Rules” or “Rules”)

Last Updated: 10/5/22

NO PURCHASE OR PAYMENT NECESSARY. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES TO ABIDE BY THESE OFFICIAL RULES.

1. Overview: Over the course of a twelve (12) month period (as set forth below), Nestlé USA, Inc. (“Sponsor”) will conduct a search to find the top twelve (12) content creators, one (1) for each calendar month. The ONE20 Contest (the “Contest”) begins July 21, 2022, at 12:01 a.m. ET and ends May 15, 2023, at 11:59 p.m. ET (“Contest Period”). At the beginning of each quarter of the Contest Period, Sponsor will post a call for submissions. After the conclusion of the applicable Submission Period (as defined below), the judges will use the Criteria (as defined below) to select up to thirty (30) finalists (each, a “Finalist”) from that Submission Period. Finalists will be divided into groups of up to ten (10) (groups to be solely determined by Sponsor) (each, a “Group”) and each Group will be designated a month within the applicable quarterly period during which the Group will be posted on the Website (as defined below) for a 14-day period for voting by the general public to determine that month’s winner from among that Group.

2. Eligibility: Contest is open to legal residents of the 50 United States and District of Columbia, who are at least 18 years of age or older (or 19 if resident of AL or NE, or 21 if a resident of MS). Individuals can enter as a duo or group. For the purpose of these Official Rules, each individual who is part of the duo or group will be considered an “entrant” and must comply with these Official Rules. If a duo or group is determined to be a Finalist or a winner, each individual member of the duo or group must fulfill all requirements made herein for finalists and/or a winner (as applicable). Void where prohibited. Employees, officers, directors, and agents of Nestlé USA, Inc. (“Sponsor”), CORSAIR MEMORY INC., Elgato – A Department of Corsair, or any of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, or any other company or individual involved with the design, production execution or distribution of the Contest (collectively, the “Released Parties”), and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children and all of their respective spouses, regardless of where they reside) and household members of each such individual, whether or not related, are not eligible to enter or win. The Contest is subject to all applicable federal, state, municipal, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

3. Submission Periods: Submissions for the Contest will be accepted during four (4) quarterly submission periods (each, a “Submission Period”) as follows:

- Submission Period #1: July 21, 2022 at 12:01 a.m. ET – September 1, 2022 at 11:59 p.m. ET;
- Submission Period #2: October 3, 2022 at 12:01 a.m. ET – November 14, 2022 at 11:59 p.m. ET;
- Submission Period #3: January 9, 2023 at 12:01 a.m. ET – February 20, 2023 at 11:59 p.m. ET; and
- Submission Period #4: April 3, 2023 at 12:01 a.m. ET – May 15, 2023 at 11:59 p.m. ET.

Exact dates subject to change at the discretion of Sponsor.

4. How to Enter the Contest: To enter the Contest, create a video of no more than two (2) minutes that answers one or more of the “Video Questions” listed below (“Video”), then, during a Submission Period, post the Video to entrant’s Twitter account with #One20Contest (“Submission”). If entrant does not have a Twitter account, establishing an account is free. All Twitter terms apply, as applicable. Entrant’s Twitter account must be set to “public” in order for the Submission to be eligible. Entrant can return the account to “private” any time after the Finalists (as defined below) for any Submission Period have been announced.

Limit: One (1) Submission per entrant per Submission Period; however, an entrant (if not determined to be a Finalist) can enter a subsequent Submission Period provided the Video is substantially different from the Video submitted as in any previous Submission Period. For the avoidance of doubt, if an individual enters as part of a duo or group in any Submission Period, such individual cannot also enter individually or as part of any other duo or group. For the

avoidance of doubt, any entrant who is determined to be a Finalist but not a winner can enter a subsequent Submission Period if they wish to do so; however, there is no guarantee that they will be determined to be a Finalist in any other Submission Period. Anyone entering more than once during any Submission Period may be disqualified at Sponsor's sole discretion; multiple Submissions received from any entrant during a Submission Period will void all but the first Submission. Any Submission that does not include all of the required elements may be disqualified.

5. Submission Content Requirements, Terms and Restrictions:

A. Video Content Requirements:

- i. Video must: (a) be entrant's original work, (b) true and verifiable; (c) created specifically for the Contest; (d) have never been published, and (e) not violate the rights of any other entrant or entity. Only entrant must be recognizable in entrant's Video.
- ii. The Video must answer two (2) or more of the following questions ("Video Questions):
 - o Who are you? (handle only – no names needed) - **REQUIRED**
 - o Why do you like to create content?
 - o What inspires you?
 - o What games do you like to play?
 - o What are your future goals?
 - o How do you interact with or influence your community?
 - o What is there about you that is unique or makes you stand out in the gaming world?

B. Submission Terms:

- i. Each Submission must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Submission and each Submission must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Submission infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any entrant or entity other than the entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless the Released Parties from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does **not** qualify as entrant's original creation.
- ii. Entrant will retain ownership of their Submission; however, by making the Submission, the entrant agrees, for zero compensation, to grant to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of, and otherwise use the Submission and all elements of such Submission, together with any other material, and the name, handle, city and state of residence, voice, performance, image and/or likeness of entrant (including, but not limited to, profile photo), in any and all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade. Sponsor agrees to obtain written permission from an entrant prior to making use of the rights granted herein. Released Parties are not responsible for any unauthorized use of Submissions by third parties. Sponsor has no obligation to make use of the rights granted herein.

C. Submission Content Restrictions: Submissions must be suitable for presentation to all ages in a public forum, as determined by Sponsor. Submissions must not contain material that:

- i. Contains music, unless such music has been made available by the applicable social platform for use by users;
- ii. Violates or infringes another's rights, including without limitation, intellectual property rights, or that constitutes copyright infringement;
- iii. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- iv. Contains or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
- v. Contains indecent, violent, or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, indecent, profane, obscene, hateful, tortuous, slanderous or libelous;
- vi. References persons or organizations without their written permission;
- vii. Disparages any company, persons or organizations or their products or services;
- viii. Includes threats to any person, place, business, or group;
- ix. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations;
- x. Contains look-alikes of celebrities or other public or private figures, living or dead; or
- xi. Communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate,

Failure of any Submission to comply with the above “Submission Requirements” and “Submission Content Restrictions,” or otherwise comply with these Official Rules, as determined by Sponsor, in its discretion, may result in disqualification of entrant.

6. Privacy Notice and Data Collection. Information provided by in connection with the Contest is subject to Sponsor’s privacy policy: <http://privacy.nestleusa.com/> and Elgato’s Privacy Policy: <https://www.elgato.com/en/privacy-policy>

7. Finalist Determination:

Judging – All eligible Submissions received for each Submission Period will be judged by a panel of qualified judges based on the following criteria (“Criteria”):

- Personality (30%)
- Expressiveness/Articulateness (25%)
- Creativity of Video (25%)
- Level of Activity and Engagement with Followers Across Social Platforms (20%)

Sponsor reserves the right to select fewer than thirty (30) Finalists for any Submission Period, if, as determined by Sponsor in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions for the applicable Submission Period. Judges’ decisions are final. In the event of a tie in any Submission Period, such tied Submissions will be judged by a tie-breaker judge to determine the applicable Finalist(s). Judging scores will not be revealed. Submissions from one Submission Period will not carry forward into subsequent Submission Periods. An individual can only be determined to be a Finalist one time for the entire Contest.

8. Notification & Verification of Potential Finalists. If any duo or group is determined to be a Finalist and any member of the duo or group fails to fulfill all requirements set forth in these Official Rules for Finalists, the entire duo or group will be disqualified. Potential Finalists will be notified following the end of the applicable Submission Period by direct message and/or an @reply. Potential Finalists will be told into which Group they have been placed following verification. In order to be confirmed as a Finalist, and without limitation of any other terms herein, each potential Finalist may be required to sign and return to Sponsor, within three (3) days of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited), or such other documents as Sponsor deems necessary, in its sole discretion (collectively, “Finalist Verification Documents”). Sponsor reserves the right to require potential Finalists to submit to a confidential criminal background check to confirm eligibility as a condition of participation, to help ensure that the use of any such entrant in advertising or publicity will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest, as determined by Sponsor in its sole discretion. Such background check may include, without limitation, civil and criminal court records and police reports. Any entrant may be disqualified in Sponsor’s sole discretion if: (a) he/she/they fail to reply or to provide any required information or properly completed documents within the required time period (as applicable); (b) he/she/they fails to comply with any of the terms of these Official Rules; (c) if any notification is returned as undeliverable; or (d) if the results of his/her/their background check are deemed unsatisfactory in Sponsor’s sole discretion. If any Finalist is disqualified, Sponsor may notify a runner-up from the Submission Period at issue.

If, at any point during the Contest Period: (i) it is alleged that any Finalist has breached any of their representations or warranties; (ii) a Finalist becomes involved in (or the subject of) adverse publicity or engages (or it comes to light during the Contest Period that a Finalist has engaged) in conduct or speech that would: (A) disparage, denigrate, portray in an unfavorable light, or reflect negatively on the Finalist or any Released Party, (B) bring a Finalist, or any Released Party (or any of their brands or products) into public disrepute, contempt or scandal, or (C) injure the success of any Released Party (or any of their brands or products), including as it relates to: (1) the commission of any act by a Finalist that would constitute a crime or an act of moral turpitude, (2) the commission or promotion by a Finalist of overconsumption of alcohol, (3) a Finalist appearing in public intoxicated or under the influence of drugs, (4) a Finalist driving under the influence of alcohol or drugs, (5) a Finalist engaging in disorderly conduct, including, without limitation, due to the influence of alcohol or drugs, or (6) a Finalist's public disapproval or dislike for any Released Party (or their brands or products); then, in addition to any other rights and remedies that Sponsor may have hereunder or at law or in equity, (A) Sponsor shall have the right, at its sole option, to immediately disqualify such Finalist from continuing as part of the Contest.

9. Finalist Requirements. Upon verification, Finalists will be asked by Sponsor to provide the following information and/or items that will allow Sponsor to create a profile ("Profile") for the Finalist at One20.gg/vote: profile image, Twitter handle, Instagram handle (optional), Twitch username (optional), and YouTube channel (optional). Finalists must provide all required information/items within the time period specified by Sponsor, or he/she/they may be disqualified and, at Sponsor's discretion, a runner-up for the Submission Period at issue may be notified. Sponsor reserves the right to edit the Video prior to including it as part of Finalist's Profile. Finalists have no say in the final Profiles posted on the Website.

10. Winner Determination. Each quarterly period during the Contest Period will consist of three (3) voting periods (each, a "Voting Period"). One (1) winner will be determined following each Voting Period. The exact dates of the Voting Periods will be posted on the Website. Each Voting Period will consist of seven (7) days. During the Voting Period, the general public can visit One20.gg/vote and select the Finalist that they think should be highlighted for the content Finalist creates. Limit one (1) vote per entrant per 24-hour period during any Voting Period. Votes received from any entrant in excess of the stated limitation will be void. Finalists are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, paying for votes, trading votes or offering prizes or other inducements to members of the public, as determined by Sponsor in its sole discretion; all such votes will be void and such Finalists may be disqualified, at Sponsor's discretion. Subject to verification of eligibility and compliance with these Official Rules, the Finalist for each Voting Period who receives the highest number of valid votes, as determined by Sponsor, will be deemed a winner. In the event of a tie, a "tie-breaking" judge will determine the winner based on the Criteria. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

11. Winner Notification: If any duo or group is determined to be a winner and any member of the duo or group fails to fulfill all requirements set forth in these Official Rules for a winner, the entire duo or group will be disqualified. Each potential winner will be notified following the conclusion of the applicable Voting Period. Potential winners will be required to execute and return a Brand Ambassador agreement within five (5) days of date of notification.

If, at any point during the Contest Period: (i) it is alleged that any winner has breached any of their representations or warranties; (ii) a winner becomes involved in (or the subject of) adverse publicity or engages (or it comes to light during the Contest Period that a winner has engaged) in conduct or speech that would: (A) disparage, denigrate, portray in an unfavorable light, or reflect negatively on the winner or any Released Party, (B) bring a winner, or any Released Party (or any of their brands or products) into public disrepute, contempt or scandal, or (C) injure the success of any Released Party (or any of their brands or products), including as it relates to: (1) the commission of any act by a winner that would constitute a crime or an act of moral turpitude, (2) the commission or promotion by a winner of overconsumption of alcohol, (3) a winner appearing in public intoxicated or under the influence of drugs, (4) a winner driving under the influence of alcohol or drugs, (5) a winner engaging in disorderly conduct, including, without limitation, due to the influence of alcohol or drugs, or (6) a winner's public disapproval or dislike for any Released Party (or their brands or products); then, in addition to any other rights and remedies that Sponsor may have hereunder or at law or in equity, (A) Sponsor shall have the right, at its sole option, to immediately disqualify such winner, and Sponsor shall have no obligation to award such individual a prize (or any unawarded portion of a prize) and may terminate the Brand Ambassador agreement with such winner.

12. Prize (12) (One (1) per month). Each winner will act as a Brand Ambassador for HOT POCKETS in accordance with the terms of the Brand Ambassador agreement, which includes a sponsored stream within one (1) year of winning and a requirement that winner create content for HOT POCKETS and post same to at least three (3) separate social platforms within 180 days of being named a winner. Winner will receive \$5,000 for the completion of the services set forth in the Brand Ambassador Agreement. In addition, prize package includes:

- HPX-9000 Microfreezer
- One20 Team Jersey
- 1-Year Supply of Hot Pockets
- Corsair Voyager a1600 Gaming Laptop
- Elgato Stream Deck Mk2
- Elgato Ring Light
- Elgato Custom Wave 3 Mic
- Elgato Mic Arm
- Elgato Mic Shock Mount
- Elgato Facecam
- Elgato HD60 X
- Corsair HS65 Stereo Headset

Approximate Retail Value (“ARV”) of prize package: \$10,013 each. If a duo or group is deemed a winner, the monetary portion of the prize will be divided equally between all individuals in the group or duo. The merchandise portion of the prize will be awarded to the authorized account holder of the Twitter handle used to submit the Submission. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Prizes are non-transferable and no substitution or cash equivalent will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize or a component thereof for one of comparable or greater value, in its sole discretion. Winners are responsible for all federal, state and local taxes, as well as any costs and expenses associated with prize receipt and/or use not specific herein as being provided. All prize details are at Sponsor’s sole discretion. Limit one (1) prize per entrant for the entire Contest.

13. Release. By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entrant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorney’s fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize.

14. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If the Contest is terminated before the designated end date, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential Finalists and/or winner(s) for the Submission Period(s) and/or month(s) at issue from all eligible, non-suspect Submissions or votes (as applicable) received prior to action taken using the applicable procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. Inclusion in such early judging shall be each entrant’s sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt

by any entrant to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

15. Limitations of Liability. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Submissions, votes, comments, messages, email, mail or other communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Submissions, the tabulation of votes, the announcement of the prize, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

16. Disputes/Governing Law. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, other than those concerning the administration of the Contest or the determination of Winners or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Arlington County under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired Virginia state or federal court judge with experience in entertainment matters who shall follow Virginia law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Arlington County, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Released Parties shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Arlington County. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Arlington County; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise 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 entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

17. Contest Winners. For the name of any month's winner, visit the Website following the conclusion of the applicable Voting Period.

18. Sponsor: NESTLÉ USA, Inc., 1812 N. Moore St, Arlington, VA 22209.

This Contest is not sponsored, endorsed or administered by Twitter.