

COHHCARNAGE GAMING SWEEPSTAKES  
OFFICIAL RULES

**APPLE IS IN NO WAY AFFILIATED WITH OR INVOLVED IN THIS SWEEPSTAKES.**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. PURCHASES WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA AND/OR WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT ENTRANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.**

**1. SWEEPSTAKES PERIOD:** This **COHHCARNAGE GAMING SWEEPSTAKES** (the “Sweepstakes”) presented by CohhCarnage (the “Sponsor”) each begin and end on the dates and at the times identified in Section 5 (for each prize, the “Sweepstakes Period”). The Sponsor’s time clock will be the official time keeping device for this Sweepstakes. All entries must be received by the end period identified for each prize. All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final.

**2. Eligibility:** Sweepstakes is void where restricted or prohibited by law. Entry not guaranteed to residents of France. Entrants must be at least 18 years of age or older at time of entry. Employees, officers and directors of Sponsor, affiliated companies, subsidiaries, promotional partners and advertising/promotion agencies (collectively “**Sweepstakes Entities**”) as well as their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings), and those residing in the same household are not eligible to enter the Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that he or she meets all the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to indemnify and hold harmless Sweepstakes Entities from and against any and all liability arising out of or relating in any way to entrant’s participation in Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities. This includes, but is not limited to, any and all claims, demands, damages and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss or any other harm, suffered directly or indirectly from entrant’s participation in Sweepstakes or the receipt or acceptance, redemption, possession, use or misuse of the Prizes (hereinafter defined), and for any claim including claims based on

defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related or other cause of action.

**3. How To Enter:** To participate and enter this Sweepstakes, you must (1) connect and authenticate your Twitch account via either 1) the Cohhiliation Extension on Twitch, at Twitch.tv/CohhCarnage, 2) on the Cohhiliation Mobile App, or 3) on Cohh.tv/Hugeaway (“Websites”), and (2) confirm your electronic mailing address and select “Update Email” (or “Enter the Hugeaway” if on the Cohhiliation Mobile App). Replies must follow provided guidelines and Website entry criteria to be eligible to receive an entry in the applicable random drawing.

- (a) Website Entry Criteria and Terms: Submission must be made by the authorized account holder at the time of entry. “Authorized account holder” is deemed as the natural person with validly-obtained login credentials to a website account from which the entry was received. Reply must be made by the close of the Sweepstakes Period to be eligible to be included in the random draw. If your account is private or cannot receive messages, your Reply will NOT be eligible; you must change the setting on your account from private to public or unprotected in order to submit an eligible entry. You must have a valid account and agree to the Terms of Use and the Privacy Policy in order to be eligible to enter via the website. Registration on the website must be completed before an entry may be submitted via website forms, buttons and/or tools.

**NOTE: Sponsor may not receive entries from website users with “private” accounts (i.e., user has set their Account so that only people the user has approved can view their profile) due to the way the Websites operates its service.** Entries not received by Sponsor will not be entered in the Sweepstakes.

Entry may not contain, as determined by Sponsor in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted entries;
- defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; features the brand, catchphrase, or logo of any organization, campaign, contest, etc. that is not affiliated with Sponsor;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying, any celebrity and/or other public or private figure, living or dead without their permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;

- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law.

The use of automated devices to enter this Sweepstakes is prohibited. Sponsor (as well as any affiliates, employees, owners, managers, agents, or assigns) (collectively, the “Released Parties”) assume no responsibility for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur. All entries become Sponsor’s property and will not be returned.

**4. Winner Selection/Notification:** Winners shall be randomly selected on or about the respective dates identified in Section 5, below, from among all the Eligible Entries received. Odds of winning a prize depend on the number of Eligible Entries received throughout the Sweepstakes Period. The potential winner will be notified via email and will be required to confirm their name, address, and contact information, within twenty-four (24) hours from when the initial outreach is made. If a potential winner does not confirm his/her personal information as requested within the twenty-four (24) hour time period then, time permitting in Sponsor’s sole discretion, an alternate potential winner may be selected in a random drawing from among all remaining Eligible Entries received. If a potential winner cannot be reached directly within twenty-four (24) hours from when the initial outreach is made and/or does not meet the eligibility requirements, the potential winner will be disqualified and, time permitting in Sponsor’s sole discretion, an alternate potential winner may be selected in a random drawing from among all remaining Eligible Entries received. *Residents of Canada, if eligible, will be required to complete and pass a skill-testing question to claim their prize.*

Entry into the Sweepstakes constitutes agreement to sign any releases required. All decisions of Sponsor relating to the Sweepstakes are final. Sponsor expressly reserves the right to delay the announcement of the winner for creative or technical reasons or for any other reason Sponsor deems necessary.

**Publicity Release:** Winners further grant to Sponsor the right to use and publish their Website Account names, proper names and/or states online, in print, and in any other media in connection with the Sweepstakes. Acceptance of a prize constitutes permission for Sponsor to use a winner’s names and likenesses for advertising and promotional purposes without notice, review, approval or additional compensation unless prohibited by law.

#### **5. PRIZES & APPROXIMATE RETAIL VALUE (“ARV”):**

- a. One winner selected approximately each month will receive approximately seven-hundred and fifty dollars (\$750 USD) in cash, delivered to winner’s valid PayPal address.

**The prizes will be awarded provided there are a sufficient number of entrants. The prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor’s sole and absolute discretion. All prize details not specified in these Official Rules will be determined**

**in Sponsor's sole and absolute discretion. Prize details and availability are subject to change, and in the event that Sponsor is unable to provide a winner with their prize, the Sponsor may elect, to provide such winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value.** The winner is solely responsible for all taxes, expenses, and other costs not specifically stated as included with the prize. Actual prize may differ from any promotional images.

PRIZE IS PROVIDED "AS IS". ENTRANTS ACKNOWLEDGE THAT SWEEPSTAKES ENTITIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. General Terms:** By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules and decisions of the Sponsor, which are final in all matters relating to the Sweepstakes. Participation in the Sweepstakes and acceptance of the prize constitutes the winner's agreement for Sponsor to use winner's name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by the winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrant agrees on his/her behalf, and on behalf of his/her respective heirs, executors, administrators, legal representatives, successors and assigns to release and hold harmless Sweepstakes Entities from any and all liability, for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, costs or expenses whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with participation in the Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes related activity and for any claims based on publicity rights, defamation or invasion of privacy and prize delivery. Sponsor reserves the right to cancel, modify or suspend the Sweepstakes or any portion thereof should causes beyond the control of Sponsor corrupt the administration, security or proper play of the Sweepstakes, in which case the prize will be awarded via random drawings from among all Eligible Entries received prior to cancellation. Sponsor reserves the right to disqualify any entrant who does not comply with these Official Rules or attempts to interfere with this Sweepstakes in any way, as determined in Sponsor's sole and absolute discretion.

Sweepstakes Entities are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or delayed entries, or prize claims; delays, failures, hardware failures, viruses, bugs, errors in programing; 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, Website failures, or in any Sweepstakes-related materials. Entrant acknowledges and understands that Sponsor has no control over fulfillment of prizes, and waives any and all claims against Sponsor that Entrant may have due to Entrant's failure to receive any prize.

**7. LIMITATIONS OF LIABILITY:** Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer online systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes, as solely determined by the Sponsor, will be disqualified (and all associated entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other promotion offered by Sponsor. Entries generated by robotic, programmed, script, macro or other automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from Website/Instagram/Facebook. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Sweepstakes, and select winner for the drawing from all non-suspect, eligible Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any Web site or combination thereof; or (e) damage to a participant's or other person's system or equipment occasioned by participation in this Sweepstakes.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF WEBSITE/INSTAGRAM OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM WEBSITE/INSTAGRAM OR ANY OTHER WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**8. Arbitration:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Sponsor; (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 entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or otherwise increased.

**9. Request for Name of Prize Winner(s) and Official Rules:** To obtain the name of the winner(s) or Official Rules, send a self-addressed stamped envelope to: CohhCarnage at **800 Bellevue Way NE, Suite 500, Bellevue, WA 98004.**

**10. Privacy:** All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with the privacy policy of the Sponsor located at: [Cohhilitation Privacy Policy](#).

**11. Sponsor:** This Sweepstakes is sponsored by CohhCarnage, based in the United States.

**THE SWEEPSTAKES IS NOT IN ANY WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH YOUTUBE.**