

DuelCircle Media TwitchCon San Diego 2022 Giveaway Terms

OFFICIAL RULES FOR DUELCIRCLE MEDIA TwitchCon San Diego 2022 Giveaway on Twitter!

NO PURCHASE NECESSARY TO ENTER OR TO WIN.

VOID WHERE PROHIBITED.

- 1. Eligibility.** Subject to the additional restrictions below, the DuelCircle Media TwitchCon San Diego 2022 Giveaway (“Giveaway”) is open to all legal residents of the Continental United States (excluding Alaska, Hawaii, and US territories) who are [thirteen (13) years of age or older as of the date of entry or the minimum age to enter giveaway under applicable law]. Employees or agents of DuelCircle Media and its respective affiliates, subsidiaries, advertising/promotional agencies, and the members of their immediate families (i.e. parents, children, siblings, or spouse) or those persons living in the same household of such individuals are ineligible to enter or win. The Giveaway is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. Participation constitutes entrant’s full and unconditional agreement to these Official Rules, any terms that apply to your use of Twitter's policies and procedures, and any other terms that apply to your use of Twitter and Sponsor’s decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling the eligibility requirements set forth above and below. If you under 18 years old at the time of the Giveaway entry, you must have the permission of your parent or legal guardian prior to entry and such entry will be deemed submitted by the parent/legal guardian and will be treated as if the parent/legal guardian had made such entry and if chosen as a winner, the prize will be awarded in the name of your parent/legal guardian.
- 2. Sponsor.** DuelCircle Media., 6906 N Loop 1604 W, PMB #518, San Antonio, TX 78249 (“Sponsor”)
- 3. Giveaway Term.** The Giveaway begins on October 24, 2022 at 4:00:00 pm Eastern Time (ET) Zone and ends on November 21, 2022, 11:59:59 pm Eastern Time (ET) Zone (the “Giveaway Term”). The Sponsor’s computer is the official time-keeping device for the Giveaway.
- 4. How To Enter.** You may enter the Giveaway by retweeting the post and following @DuelCircleMedia on Twitter. No other methods of delivery will be accepted, including submission by email. ALL ENTRIES MUST BE COMPLETE (AS DETERMINED BY DUELCIRCLE MEDIA) AND SUBMITTED DURING THE GIVEAWAY TERM. LIMIT ONE (1) ENTRY PER ENTRANT DURING THE GIVEAWAY PERIOD. Entries that violate the user content restrictions in the DuelCircle Media Community Code of Conduct (<https://duelcircle.com/contact/>), as determined by DuelCircle Media, may be disqualified. Winner will be selected at random and announced at or around

November 22, 2022. By entering, you agree to the terms of these Official Rules. DuelCircle Media is not responsible for incomplete, lost, damaged, forged, stolen, late, undeliverable, misdirected, illegible entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by DuelCircle Media in its sole and exclusive discretion, and DuelCircle Media reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Giveaway.

5. **Prizes & Approximate Retail Value.** A total of one (1) Grand Prize will be awarded to one (1) winner selected at random, with a total Approximate Retail Value ("ARV") of \$462.74 USD. In the event there are not enough eligible entries, not all prizes will be awarded.

GRAND PRIZE: One (1) grand prize will be awarded, consisting of the following,

- Razer Abyssus Elite (D.Va Overwatch Edition) Ambidextrous Gaming Mouse - \$59.99 USD
- Razer Cynosa V2 Gaming Keyboard - \$59.99 USD
- Amazon Echo Dot [3rd Generation - Charcoal] - \$39.99 USD
- Twitch XL Mousepad [All Over Twitch] - \$15.00 USD
- Wizard101 10th Anniversary Shirt [Size XL, Grey] - \$27.85 USD
- Wizard101 Gamma Plushie + In-Game Redemption Code - \$25.99 USD
- Wizard101 Piggie Plushie + In-Game Redemption Code - \$27.99 USD
- Now That's What I Call Music 39 [2011 Wizard101 Promotional CD] - \$19.99 USD
- 3 Month Discord Nitro Trial Subscription - \$29.97 USD
- 2 Month Xbox Game Pass Ultimate Subscription - \$29.98 USD
- \$20.00 Kroger/Albertsons Companies Wizard101 Pet Jewel Card [Redeemable for 10,000 Crowns or 2 Month Wizard101 Membership] - \$20.00 USD
- \$39.00 Wizard101 Sky City Bundle w/ 5,000 Crowns - \$39.00 USD
- 20,000 Crowns for KingsIsle Games - \$40.00 USD

- Wizard101 Permanent Wizard City Wheels Mount - \$15.00 USD
- Wizard101 Skatepark Bundles [Skatepark Expansion Bundle 1, Skatepark Expansion Bundle 2, Skatepark Ramp Bundle, Skatepark “Pool” Bundle] - \$7.00 USD
- Wizard101 Ukraine Charity Bundle: Glorious Hero’s Attire - \$5.00 USD

If any portion of the prize is not available for any reason, then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value.

DuelCircle Media’s decisions as to the administration and operation of the Giveaway and the selection of the potential winners are final and binding in all matters related to the Giveaway. The potential winners will be notified via Twitter and must respond to the notification attempt within three (3) business days from the first notification attempt. Where permitted by law, the potential winner will be required to sign and return to Sponsor, within two (2) business days of the date the affidavit is sent, an affidavit of eligibility, and liability/publicity in order to claim their prize. If a potential winner cannot be contacted or fails to provide a copy of the original photo file or sign and return the affidavit of eligibility and liability/publicity release within the required time period, the potential winner forfeits the prize, unless prohibited by law. Receipt of a prize by a potential winner is contingent upon fulfilling all requirements described herein. The winners must continue to comply with all terms and conditions of these Official Rules after prize notification. In the event that a potential winner is disqualified for any reason, DuelCircle Media will award the applicable prize to an alternate winner by random drawing held by the Sponsor from among all remaining eligible entries received during the Giveaway Term. Prizes may not be transferred or assigned except with Sponsor’s written consent. Winners are solely responsible for any taxes or reporting obligations resulting from the prizes.

6. **Odds.** The odds of winning a prize are equal to the number of Giveaway prizes divided by the total number of entries to the Giveaway.
7. **Release.** By entering the Giveaway, you release any and all rights to bring any claim, action or proceeding against Sponsor and Twitter and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers and their respective parent companies and such companies’ officers, directors, employees and agents (collectively, the “Released Parties”), and further covenant not to sue any Released Parties and hereby acknowledge that none of the Released Parties have made or is in any manner responsible or liable for any third-party claims, warranty, representation or guarantee, express or implied, in fact, or in law, relative to the Giveaway or the prizes.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:

“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.”

You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between you and the Released Parties. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

You agree that DuelCircle Media, Twitter, and any other Released Parties shall not be responsible or liable for any losses, damages, or injuries of any kind resulting from the Giveaway or any Giveaway-related activity. DuelCircle Media, Twitter, and any other Released Parties assume no responsibility for any damage to an entrant's computer system which is occasioned by accessing or participating in the Giveaway, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. In the event DuelCircle Media is prevented from continuing with the Giveaway (or awarding any prize) as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, or any federal, state or local government law, order, or regulation, or other cause not reasonably within DuelCircle Media's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, DuelCircle Media shall have the right to modify, suspend, or terminate the Giveaway.

8. **Indemnification.** By participating in the Giveaway and/or accepting any prize that may be awarded, to the maximum extent permitted by law, you agree to fully indemnify each Released Party from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission by you, a breach of these Giveaway Official Rules, including but not limited to any warranty set forth herein, and any misrepresentation made by you in connection with the Giveaway.
9. **Publicity.** Except where prohibited by law, participation in the Giveaway constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes, in any and all media worldwide, for any purpose and without further payment or consideration, including without limitation, commercial, advertising, and promotional purposes as well as in, on or in connection with Giveaway or other promotions, and hereby releases DuelCircle Media from any liability with respect thereto, unless prohibited by law.
10. **Participation.** By entering this Giveaway, entrants agree to be bound by these Official Rules and the decisions of DuelCircle Media. If the potential winner declines the prize, fails to claim the prize, is unavailable for prize fulfillment, fails to abide by the Official Rules, or is ineligible, DuelCircle Media may randomly select an alternate winner from all remaining eligible entries. DuelCircle Media is not responsible for any non-intentional, incorrect, or inaccurate information associated with this Giveaway or for any technical or human error that may occur in the administration of these Giveaway. In the event the Giveaway is compromised by a virus, non-authorized human intervention, tampering, or other causes which corrupts or impairs the administration, security, fairness, or proper operation of the Giveaway, DuelCircle Media reserves the right in its sole discretion to suspend, modify or terminate the Giveaway. Should the Giveaway be terminated prior to the stated expiration date, DuelCircle Media reserves the right to award prizes based on the entries received before the termination date. DuelCircle Media's failure to enforce any of these Official Rules shall not constitute a waiver of that provision.
11. **Limitations of Liability.** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) unauthorized human intervention in any part of the entry process or the Giveaway; (3) technical or human error which may occur in the administration of the Giveaway or the processing of entries; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. If any portion of the prize is not available for any reason, then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be

available and/or claimed, DuelCircle Media reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND DUELCIRCLE MEDIA RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **Disputes.** Any and all disputes, claims, and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved via binding arbitration and waive any class action rights. You acknowledge and agree that those procedures provide your sole and exclusive avenue for resolving disputes related to the Giveaway.
13. **Privacy and Personal Information.** The personal information collected from each entrant in the course of the Giveaway will be used by DuelCircle Media for the purposes of administration of the Giveaway. DuelCircle Media reserves the right to alter any rules of any Giveaway at any time. If you have any questions or complaints about a DuelCircle Media Giveaway, please contact contests@duelcircle.com. You are consenting to the application of United States law in all matters concerning the Giveaway and DuelCircle Media.
14. **Construction.** 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 such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
15. **Winner List.** For a copy of the name of the winner(s), available one month after the end of the Giveaway Term, or a copy of these Official Rules, send a self-addressed, stamped envelope to DuelCircle Media, Attn: "Winner List/Official Rules" for DuelCircle Media TwitchCon San Diego 2022 Giveaway, 6906 N Loop 1604 W, PMB #518, San Antonio, TX 78249.
16. **Twitter Disclosures.** The giveaway is in no way sponsored, endorsed, or administered by, or associated with Twitter.