

Presence of Mind: Mental Health Matters Sweepstakes Terms and Conditions

These are the official rules (the “Official Rules”) that govern the Presence of Mind: Mental Health Matters Sweepstakes (the “Sweepstakes”). Participation in the Sweepstakes constitutes Entrant’s (defined below) full and unconditional acceptance of these Official Rules.

1. Host. This Sweepstakes is promoted, sponsored, and administered by Cloud9 Esports Inc. (the “Host”). The Host shall conduct the Sweepstakes substantially as described in these Official Rules.
2. Eligibility. This Sweepstakes is open to all natural persons who are legal residents of the United States and District of Columbia (the “Territory”) who are at least eighteen (18) years old, or thirteen (13) years old with parental consent, at the time of entry (the “Entrants”). Entrants shall not include persons residing in other territories, such as Puerto Rico, Guam, or the US Virgin Islands, or any other jurisdiction where the Sweepstakes is prohibited. Entrants also shall not include employees, or shareholders of the Host and their family members. The Sweepstakes is subject to federal, state, and local laws and regulations. Offer is void where prohibited by law.
3. Entry Period. The Sweepstakes will begin on April 1, 2021 at 5:30 PM PT and shall end on May 27, 2021 at 12:00 PM PT (the “Entry Period”). The official timekeeping clock shall be the Host’s clock. Entrant’s entry must be received by the Host with the Entry Period to be entered into the Sweepstakes.
4. Entry. NO PURCHASE NECESSARY TO ENTER. During the Entry Period, Entrants will be permitted to enter the Sweepstakes by:
 - a. Watching and completing the interactive video titled Presence of Mind: Mental Health Matters, which can be found here: <https://findyourwords.org/presenceofmind> and
 - b. Completing the survey sent by the Host regarding the Presence of Mind: Mental Health Matters video; **or**
 - c. Following this link <https://sdqk.me/UL42fIOF/kp-mental-health-matters-campaign>. (each an “Entrance Method”)

Entries made by an Entrant but not received or accepted by the Host are void, and the Host is not responsible for any entries not received or accepted. Any fraudulent interference with the entry process or attempt to breach these Official Rules may result in Entrant’s disqualification from the Sweepstakes in the sole discretion of the Host. (If you use a mobile device to enter, your wireless-service provider’s data rates may apply.)

5. Declaration of Compliance Consent. By entering this Sweepstakes, each Entrant is consenting to and agreeing with the Declaration of Compliance stated below as **Exhibit A** (the “Declaration of Compliance”).
6. Limitations on Entries. An Entrant gets one entry for each Entrance Method described above, for a total of up to two (2) entries per Entrant. For the avoidance of doubt, an Entrant may not enter the Sweepstakes more than two (2) times. Entries received from any person or account in excess of the stated limitation will be void, and the Host may choose disqualify the Entrant in breach of these Official Rules.
7. Winner Drawing.
 - a. On May 27, 2021 at 5:30 PM PST, on a live twitch stream (found here: <https://www.twitch.tv/cloud9>), the Host will select five (5) entries from Entrants in a random drawing from among all eligible entries received (the “Potential Winners”). The odds of being selected depend on the number of entries received. The Host will announce the Potential Winners on stream, but will also attempt to notify the Potential Winners via email on or about the date of the random drawing (the “Notice”). If the Potential Winners cannot be contacted within three (3) days after the date of the Host’s first attempt to contact the Potential Winners (the “Response Deadline”), the Host may select alternate Potential Winners at random from the remaining non-winning Entrants. For the avoidance of doubt, if a Potential Winner does not respond to the Host by the Response Deadline, the Potential Winner will lose any and all right to the Prize (defined below).
 - b. Prize. The “Winners” (defined below) of the Sweepstakes will each receive a Host branded Secretlab Titan Gaming Chair (each with a retail value of Four Hundred Twenty Nine Dollars (\$429), for a total retail value of Two Thousand One Hundred Forty Five Dollars (\$2,145)) (each a “Prize”). No more than five (5) Prizes will be distributed in the Sweepstakes
 - c. The Prize may be delivered to each Winner by manner and means that are in the sole and absolute discretion of the Host, including but not limited to an in-person delivery, USPS, FedEx, UPS. Further, in lieu of the Prize, the Host may in its sole discretion instead deliver the value of the Prize to the Winner. The Winner will be solely responsible for any tax obligations that arise as a result of receiving the Prize. The Prize will be fulfilled within approximately ten (10) weeks of the conclusion of the Sweepstakes.
8. Winner Qualification. Without limiting each Entrant’s consent and agreement with the Declaration of Compliance as stated in **Section 5** of these Official Rules, upon request from the Host, each Potential Winner will be required to complete, electronically sign and submit the Declaration of Compliance within five (5) days of the date that Notice is first sent to the Potential Winner, in order to claim the Prize. Each Potential Winner will

also submit all required information to the Host in order for the Host to deliver the Prize to that Potential Winner. If a Potential Winner cannot be contacted, fails to submit the Declaration of Compliance and/or provide the mailing address within the required time period, or the Prize is returned as undeliverable, Potential Winner forfeits any right to the Prize. When a Potential Winner responds to the Host before the Response Deadline, signs and submits the Declaration of Compliance within five (5) days of the date that Notice is first sent, and provides Host with the necessary contact information to deliver the Prize, the Potential Winner becomes a "Winner" of the Sweepstakes. All Entrants, Potential Winners, and the Winners (as applicable) must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all other applicable requirements, as determined by the Company. In the event that a Potential Winner is disqualified for any reason, Host will award the Prize to an alternate Potential Winner by random drawing from among all remaining eligible entries. Only two (2) alternate drawings will be held, after which the Prize will remain un-awarded, to the extent permitted by law.

9. Publicity Rights. The Winners (and/or Potential Winners, as applicable) grant to the Host a worldwide, fully paid up, royalty free, irrevocable, sublicensable and transferable license to the Winner's (and/or Potential Winner's, as applicable) name, likeness, voice, image, photograph, social media account names, submission information, and any other content produced as a result of entering the Sweepstakes and/or winning the Sweepstakes (the "Material") in connection with the promotion, marketing, and making historical reference to this Sweepstakes.
10. Indemnification. By submitting an entry in the Sweepstakes, each Entrant agrees to indemnify, defend, and hold harmless the Host and its affiliates, designees, parents, subsidiaries, employees, directors, officers, representatives and agents from: (a) any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by the Entrant of the terms and conditions of these Official Rules and/or the Declaration of Compliance, including any representations and warranties; (b) any other losses, damages, rights, claims and actions of any kind in connection with or resulting from the entrants participation in the Sweepstakes or acceptance of any prize, including, without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy; and (c) use by the Host of Entrant's entry submission or Winner's (and/or Potential Winner's, as applicable) Material as set forth in these Official Rules.
11. Disclaimer, Release and Limit of Liability. The Host makes no representations or warranties of any kind, express or implied, regarding any prize or entrant's participation in the Sweepstakes. By participating in the Sweepstakes, Entrants agree to release and hold harmless the Host, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Sweepstakes, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize (including any travel

or activity related thereto), including, without limitation: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, the announcement of the Winner, or the cancellation or postponement of the Sweepstakes; or (e) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants participation in the Sweepstakes or acceptance, receipt or misuse of the Prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the greater of (i) the cost of entering and participating in the Sweepstakes, if any, or (ii) the sum of Fifty Dollars (\$50), and in no event shall the Entrant be entitled to receive attorney's fees. 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 Sweepstakes. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

12. General Terms. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Host in its sole discretion, the Host may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Host 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the Host or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Host reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Host to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
13. Data. The Host collects person information from each Entrant when the Entrant enters the Sweepstakes. The Host will treat all personal information in accordance with any applicable data protection laws.

14. Arbitration. By participating in the Sweepstakes, each Entrant agrees that should a dispute arise in any manner concerning or relating to this Agreement between the Entrant and the Host, including the arbitrability of this Agreement, other than injunctive relief and equitable relief, the dispute shall be submitted to and settled by binding and confidential arbitration in accordance with the rules of the American Arbitration Association in Los Angeles County, California. Parties involved in arbitration shall bear their own legal fees and costs in any arbitration and shall equally split the fees of the arbitration and the arbitrator. Any decision and findings of the arbitrator shall be final and binding on the Parties and held confidential by the Parties, and the Parties agree to execute all documents necessary to maintain such confidentiality.

15. Governing Law and Disputes. Each Entrant agrees that 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, without resort to any form of class action, and exclusively by the appropriate court located in Los Angeles County, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrants rights and obligations, or the rights and obligations of the Host in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules. COURT PROCEEDINGS HELD UNDER THESE TERMS CANNOT BE BROUGHT, MAINTAINED OR RESOLVED ON BEHALF OF OR BY A CLASS, AS A PRIVATE ATTORNEY-GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY.

16. Winner List. To receive a list of the Winner who received the Prize, any individual may request the same by mailing a self-addressed, postage-paid envelope to: Cloud9 PO Box 5697, Santa Monica, CA 90409 United States

EXHIBIT A
Declaration of Compliance

By participating in this the Sweepstakes I, _____, am submitting this Declaration of Compliance to the Host with the understanding that it will be relied upon by Host in connection with my having been selected the winner of the Sweepstakes. All capitalized terms shall have the same definition as those set forth in the Official Rules of the Sweepstakes.

I represent that I am eligible to win the Prize;

I represent that I satisfy all eligibility requirements set forth in the Official Rules, which I acknowledge I have read and understood, and any other requirements imposed by law;

I hereby represent and affirm that I have read, understood, complied with and will continue to comply with all the rules, regulations, and terms and conditions set forth in the Official Rules;

I have not perpetrated and will not perpetrate any fraud or deception in connection with the contest and have not sought to influence the outcome other than by participating as expressly permitted in the Official Rules;

I will be responsible for all applicable taxes on the Prize and hereby agree to indemnify and hold harmless the Host for any claim by any governmental agency relating back to the collection of said taxes;

I understand that any non-compliance with the Official Rules may result in my disqualification from the Sweepstakes and other penalties from the Host, including, without limitation, loss of the Prize;

I hereby grant the Host an irrevocable fully paid up, worldwide, royalty free, sublicensable and transferable license to display, create derivatives of, and otherwise use my likeness, voice, image, photographs, social media account names, and name in connection with the promotion, marketing, and making historical reference to this Sweepstakes.

Name: _____

Date: _____