

TERMS AND CONDITIONS FORM OFFICIAL RULES FOR CAMPAIGN

Campaign Name: *OAKLEY STREAM RAIDS – ALL EYES ON YOUR GAME*

Campaign's Date: Sunday September 17th (17:59 EST) to Sunday October 1st (23:00 EST)
September 18th (23:59 CET) to October 2nd (5:00 CET)

Sponsor of Campaign:

Oakley, Inc.
1 Icon, Foothill Ranch, CA 92610
United States

Campaign: A week-long event sponsored by Oakley, Inc. ("Sponsor") will shine the spotlight on talented gamers that haven't been discovered yet. Oakley-sponsored athletes ("Oakley Athletes") will be raiding* streams on Twitch ("Raid"), exposing hidden talent to their fan base. During a period of 4 weeks, Oakley athletes will be posting comments and promoting the campaign's purpose on all their social channels.

**Raiding is the popular trend of sending all active viewers and players from one stream to another.*

During 5 consecutive days, one out of a total of five Oakley Athletes will hold a live stream gaming event on Twitch and Raid an upcoming talent ("Campaign"). The games that will be played during the Campaign will entail one of the following: "Call of Duty", "Fortnite" or "Valorant". A total of at least 5 Raids will occur during the Campaign. After a raid has taken place, during the Campaign and/or anytime thereafter, Oakley Athletes will be posting recap and highlight videos onto their channels in order to promote the upcoming new talent, which could be you! On Sunday October 1st, 2023 all Oakley Athlete's and their participants of choice, will participate in a friendly battle as part of a Oakley Celebration Party on Twitch.

Oakley Athletes include: SCUMP, CHICA, MIMI, SHOTZZY, & SHAHZAM

Location(s): Europe and United States & Europe

Duration of Campaign: //Sunday September 17th (17:59 EST) to Sunday October 1st (23:00 EST)//
September 18th (23:59 CET) to October 2nd (5:00 CET)

Eligibility: In order for you to be considered an eligible candidate for scouting as well as a potential Raid during the Campaign ("Candidate", "You"), You must be an existing individual, a real person with a verifiable identity, complete the Oakley Stream Raids participation form, be 18 years of age or older, a resident currently residing in one of the Location(s), agree to these Official Rules, and be streaming live during the Campaign's timeframe. Participation in the Campaign constitutes Candidate's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Campaign.

Oakley Raids on Twitch // Dates that Oakley Athletes will engage with eligible Candidates (if chosen, exact timings will be communicated in the form of kind reminders per email by hello@oakleystreamraids.com)

TIMINGS

SCUMP: COD: MW2, on Tue, Sept 26 from 7:30 pm - 8:30 pm EST

CHICA: Fortnite on Wed, Sept 27 from 7:30 pm - 9:30 pm EST

MIMI: Valorant on Thur, Sept 28 from 3:00 am - 4:00 am EST (9:00 am - 10:00 am CEST)

SHOTZZY: COD: MW2 on Fri, Sept 29 from 6:30 pm - 8:30 pm EST

SHAHZAM: Valorant on Sat, Sept 30 from 5:00 pm - 6:00 pm EST

Oakley Celebration on Twitch: October 1st, 2023 if chosen, exact timings will be communicated in the form of kind reminders per email by hello@oakleystreamraids.com)

On Sunday October 1st, 2023 all 5 of the above mentioned Oakley athlete's and raided Candidates will engage in a friendly "battle" of a neutral game as part of a Oakley Celebration Party on Twitch.

Selection Process & Game Mechanics:

1. All Candidates become eligible to be raided once they fill-in and submit the registration form on www.OakleyStreamRaids.com.
2. Registration opens on Tuesday Sept 19th, 2023 and ends on Thursday Sept 28, 2023.
3. Oakley Athletes and Oakley team members will select and scout candidates based on (a) a submitted registration form (b) the use of the hashtag #OakleyStreamRaids and posted highlights of their streams from Twitch on other social media platforms with the same hashtag #OakleyStreamRaids (c) skill level (d) min/max average # of followers (e) language appropriateness and alignment with brand values (f) possible entertainment value
4. If Oakley Athletes scout eligible candidates that have only used the hashtag on their channels, then an Oakley crew member hello@oakleystreamraids.com will reach out to these individuals and prompt them to register by filling the registration form and accepting the T&C's within the mentioned time limits.
5. All eligible Candidates will receive game reminders and any further instructions, via email hello@oakleystreamraids.com, from an Oakley crew member throughout the week of the Campaign.
6. All eligible Candidates should be aware of the [Guest Star Explanation on Twitch and must oblige by Twitch's safety and values statement](#).
7. All eligible Candidates should make sure they are streaming LIVE on Twitch when the Campaign kicks-off. They should stream the games that will be raided during the Raids (see *Oakley Raids Dates*).

GENERAL CONDITIONS: This Campaign is governed by the laws of the United States. Participation constitutes Candidate's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Campaign. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES:

- 1 By participating in this Campaign, You represent and warrant that:
 - You are 18 years of age or older

- You are the author or creator of the Content, or are otherwise authorized to post the Content and grant the rights You are granting in this Agreement.
- Without limiting the above, to the extent any individual appears in your Content other than You, You have obtained the permission(s) from such individual(s) to post the Content.
- Neither the Content, nor the use thereof will violate any applicable law or infringe the rights of any third party (including, without limitation, trademark rights, copyright, rights of publicity and/or rights of privacy).
- Use of the Content (as contemplated by this Agreement) will not result in payments becoming owed to You or any party.
- You are aware of the [Guest Star Explanation on Twitch](#).
- You shall oblige by [Twitch's safety and values statement](#).

For purposes of the Agreement, "Content" means the text, photograph, other visual content, audio clip and/or audio visual content (in each case, regardless of medium or format) (i) that You have posted to a social media platform such as (but not limited to) Twitch, Twitter, Facebook, Instagram, YouTube, IG Stories during the Campaign; and (ii) other content that you own which you have granted permission to use upon specific request from any of the Permitted Parties (as defined here below) .

2. By participating in this Campaign, You grant to Sponsor, and their affiliates, agents, employees, representatives, licensees, successors, assigns, representatives, service providers, consultants and contractors working on Oakley's behalf and the Oakley Athletes (collectively, the "Permitted Parties") (which grant will be confirmed in writing on request of Sponsor) the unrestricted right and permission to use in perpetuity the Content on any one (1) or more of the websites owned or controlled by OAKLEY and /or OAKLEY ATHLETES as well as their Twitch, Facebook, Instagram, Twitter and other social media platforms (collectively, "Websites").

3. By participating in this Campaign, You agree that You will have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, right of publicity, or copyright infringement) arising out of any use (in accordance with the terms hereof), blurring, alteration, editing, distortion, faulty reproduction, or use in any composite form of the Content, and You irrevocably waive any and all so-called moral rights You may have in the Content.

4. By participating in this Campaign, You hereby agree to indemnify and hold Permitted Parties harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of your warranties, representations or agreements hereunder.

5. By participating in this Campaign, You understand and agree that the Permitted Parties will have no obligation to use the Content (or any part thereof) in any way; and (b) the Permitted Parties may remove the Content (or any part thereof) from the Websites at any time for any reason in their sole discretion.

6. By participating in this Campaign, You agree that the Permitted Parties will have no liability whatsoever for, and shall be held harmless by You against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of the entry or participation in this Campaign or in any Campaign-related activity, or any claims based on publicity rights, defamation or invasion of privacy. The Permitted Parties are not responsible if any Raid cannot

be conducted due to cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism. By participating in this Campaign, You agree that the Permitted Parties will not be responsible or liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages to persons, including death, or to property arising out of access to and use of any website or interactive equipment associated with this Campaign or the downloading from and/or printing material downloaded from such website.

7. Except where prohibited by law, participation in the Campaign constitutes Candidate's ("Your") grant to Sponsor (which grant will be confirmed in writing on request of Sponsor), and the other Permitted Parties the right and permission to print, publish, broadcast, and use, world wide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, Your entry, name, portrait, picture, voice, likeness, opinions and biographical information (including but not limited to hometown and state) (collectively, "Likeness") for advertising, trade, and promotional purposes (including the announcement of your name on television or radio broadcast) without additional consideration, compensation, permission, or notification.

8. **Disputes:** Candidates are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by the federal, state and local authorities. Except where prohibited, You agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this campaign shall be resolved individually, without resort to any form of class action, and exclusively by federal or state courts located in Hamilton County, Ohio (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Campaign, but in no event attorneys' fees; and (3) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and You hereby waive all rights to claim, indirect, 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. 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 campaign, shall be governed by, and construed in accordance with, the laws of the state of Ohio, without giving effect to any choice of law or conflict of law rules (whether of the state of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Ohio.

9. **Privacy:** information collected from You is subject to the sponsor's applicable privacy policy. Sponsor and other Permitted Parties may use Your personal information submitted with entry for purposes of scouting and a potential Raid during the Campaign, as well as future marketing by Sponsor, such as to notify You of a product or promotion that Sponsor thinks may be of interest. Any questions, comments or complaints should be directed to Sponsor. All third party trademarks, service marks and trade names are the property of their respective owners and do not reflect endorsement or sponsorship of this Campaign. All rights reserved.