

# Pitch KICK (Dreamhack Atlanta) Competition T&Cs

Updated 26 August 2025

By clicking "submit", you agree to the following:

These Terms and Conditions (**Terms**) govern your participation in the Kick "Pitch Kick (Dreamhack Atlanta 2025)" competition ("**Competition**"). In these Terms, "**You**", "**Your**" and "**Creator**" means you, and "**We**", "**Us**", "**Kick**", "**Our**" refers to Kick Streaming Pty Ltd ACN 663 807 645.

## 1. Eligibility

- (a) To be eligible to participate in the Competition, Creators must meet the following criteria:
- (i) subject to clause 1(b) below, possess an active account with Kick;
  - (ii) complete and submit the intake form available at <https://kickcommunity.com/pitchkick> ("**Intake Information**");
  - (iii) submit the content as specified, and in accordance with the instructions, at <https://kickcommunity.com/pitchkick>, and any additional instructions issued by Kick from time to time ("**Submission**"); and
  - (iv) agree to these Terms.
- (b) Creators who are suspended, banned, or whose accounts are subject to any penalties under Kick's Terms of Service (available here: <https://kick.com/terms-of-service>) or Community Guidelines (available here: <https://kick.com/community-guidelines>) are not eligible to participate in the Competition.
- (c) Creators must live in the United States to participate. Eligible States include: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

## 2. Competition Period

- (a) The Competition will run in three phases:
- (i) the first phase of the Competition will run from 12:00 AM (EST) on 15 August 2025 to 12:00 PM (EST) on 12 September 2025 ("**First Phase**");
  - (ii) the second phase of the Competition will run from 12:00 AM (EST) on 19 September 2025 to 12:00 PM (EST) on 19 October 2025 ("**Second Phase**"); and
  - (iii) the third phase of the Competition will run at the Dreamhack Atlanta event from 31 October 2025 to 2 November 2025, or any other dates as may be amended and announced by Dreamhack from time to time ("**Third Phase**"),
- (together, the "**Competition Period**").

## 3. Competition and Prize Details

- (a) Admission to the Competition is based on the approval of Your Submission by Kick. Kick reserves the right to accept, use or reject any Submission at its sole discretion without explanation.
- (b) Winners of the First Phase:
  - (i) will proceed to the Second Phase, which will involve an opportunity to be featured on Kick's front page, and may receive additional prizes as determined and announced by Kick from time to time;
  - (ii) will be determined in accordance with the criteria specified at <https://kickcommunity.com/pitchkick>, at Kick's sole discretion based on the quality of the Creators' Submissions; and
  - (iii) will be announced on 13 September 2025, or any other date announced by Kick prior to the commencement of the Second Phase.
- (c) Winners of the Second Phase:
  - (i) will proceed to the Third Phase, which will involve participating in partnership with Kick at the Dreamhack Atlanta 2025 event, and may receive additional prizes as determined and announced by Kick from time to time;
  - (ii) will be determined in accordance with the criteria specified to the Winners of the First Phase by Kick prior to the commencement of the Second Phase, and at Kick's sole discretion based on the quality of Creators' Submissions; and
  - (iii) will be announced on 20 October 2025, or any other date announced by Kick prior to the commencement of the Third Phase.
- (d) You acknowledge and agree that entering into the Competition and submitting a Submission does not entitle You to any compensation, prize or guarantee of promotion by or from Kick.
- (e) Any compensation, prize or guarantee of promotion by or from Kick is subject to approval of the relevant Submission by Kick.
- (f) Winners may be required to provide additional documentation or sign further agreements before receiving any such compensation, prize or guarantee of promotion.
- (g) All prizes are non-transferable, and no substitutions or exchanges will be permitted except at Kick's sole discretion.

#### **4. Creator Obligations**

- (a) By participating in the Competition, Creators agree to:
  - (i) ensure that all content they stream or submit as part of any Submission during the Competition Period complies with Kick's Terms of Service (available here: <https://kick.com/terms-of-service>) and Community Guidelines (available here: <https://kick.com/community-guidelines>);
  - (ii) maintain an active and consistent streaming presence throughout the Competition Period;
  - (iii) have face cams on (Vtubers exempted) and be present while streaming;
  - (iv) act in good faith at all times in relation to their participation in the Competition and refrain from any behaviour that is misleading, fraudulent, unethical, or otherwise intended to deceive Kick or any third party;

- (v) when taking a sleep break, change the category to “Just Sleeping”; and
  - (vi) be respectful and kind to other creators and communities participating in the Competition.
- (b) During the Competition Period, Creators must not:
- (i) breach Kick’s Terms of Service (available here: <https://kick.com/terms-of-service>) or Community Guidelines (available here: <https://kick.com/community-guidelines>);
  - (ii) engage in any fraudulent or unethical activities;
  - (iii) engage in any conduct, make any statement, or otherwise represent Kick in any way, which in Kick’s sole discretion, Kick determines might damage Kick’s reputation or image or interfere with the business interests of Kick or its related entities;
  - (iv) stream, or submit as part of any Submission, any content containing copyrighted materials, or materials protected by any intellectual property laws, such that streaming or submitting such content would amount to an infringement of copyright or intellectual property rights;
  - (v) stream, or submit as part of any Submission, any content that contains defamatory material or that violates any individual's right to privacy; and
  - (vi) stream, or submit as part of any Submission, any content that contains material that Kick deems (in its sole discretion) unethical or illegal.
- (c) Creators acknowledge and agree that they may be removed from the Competition for breaching any of the requirements in clauses 4(a) and 4(b).

## **5. Monitoring and Disqualification**

Kick may disqualify any Creator from the Competition at its sole discretion for breaching any of clauses 4(b) or for any reason Kick deems necessary to maintain the integrity and fairness of the Competition. Any such disqualified Creator will forfeit any prize.

## **6. Intellectual Property**

- (a) You retain ownership of the underlying idea contained in Your Submission.
- (b) By entering the Competition, You grant Kick a worldwide, royalty-free, perpetual and irrevocable license to use Your name, image, likeness, handle, identifiers (including social media handles and usernames), and any content created, streamed, recorded, spoken or submitted as part of any Submission during the Competition Period for the purpose of promoting Kick or the Competition, including but not limited to marketing materials, advertisements, social media posts, and other promotional activities.
- (c) The license granted under clause 6(b) includes the right to edit, reproduce, display, and distribute the Creator’s content as necessary.
- (d) You waive any right to royalties or other compensation for such use of Your name, image, likeness, handle, identifiers, or content under this clause 6.

## **7. Warranty**

- (a) By entering the competition, You represent and warrant that:
  - (i) the Intake Information (including any personal details, contact information, or other data provided by You) submitted by You is true, accurate, complete, and not misleading;

- (ii) the content You stream or submit as part of any Submission during the Competition Period will be Your original work, created solely by You or, if created in collaboration with others, You have obtained all necessary rights, licenses, permissions, and consents to stream or submit the content;
- (iii) the content You stream or submit as part of any Submission during the Competition Period will not infringe upon or violate any intellectual property rights, including copyrights, trademarks, trade secrets, or patents, of any third party;
- (iv) the content You stream or submit as part of any Submission during the Competition Period will not incorporate, in whole or in part, any material from pre-existing works, unless such material is in the public domain or You have obtained all necessary licenses or permissions for its use;
- (v) there are no disputes, claims, or challenges regarding ownership, authorship, or rights associated with the content You stream or submit as part of any Submission during the Competition Period. You agree to notify Kick immediately if any such disputes, claims, or challenges arise; and
- (vi) the content You stream or submit as part of any Submission during the Competition Period and its use by Kick will not violate any third-party rights, including but not limited to intellectual property, privacy, publicity, or moral rights or subject Kick to any claims, demands, or litigation.

## **8. Indemnity**

You indemnify and hold harmless Kick from any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) that arise from or relate to any breach of the warranties in clause 7 or in relation to content You stream or submit as part of any Submission during the Competition Period.

## **9. Data Privacy**

- (a) By entering the Competition, You consent to Kick collecting, storing, and using any personal information provided by You in accordance with its Privacy Policy (available here: <https://kick.com/privacy-policy>). This may include the use of personal information to administer the Competition, contact winners, and provide prizes.
- (b) Kick will not share personal information with third parties except where required to administer the Competition or as outlined in the Privacy Policy.
- (c) Creators may withdraw their consent or request a copy of their personal data by contacting Kick's support team.

## **10. Limitation of liability**

To the fullest extent permitted by law, Kick will not be liable to You for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with these Terms or the Competition, including but not limited to technical malfunctions, errors, or interruptions to streaming services, even if advised of the possibility of such damages.

## **11. Basic Legal Provisions**

- (a) **Governing Law and Jurisdiction:** These Terms shall be governed by and construed in accordance with the laws of Victoria, Australia, and Creator agrees to submit to the exclusive jurisdiction of the courts in Victoria, Australia for any disputes arising out of or in connection with these Terms.

- (b) Modifications: Kick reserves the right, at its sole discretion, to modify, suspend, or cancel the Competition at any time and for any reason, including but not limited to technical issues, fraud, or other unforeseen events.
  - (i) If the Competition is cancelled or modified, Kick will provide a notice to the participants as soon as possible.
  - (ii) Kick will not be liable for any costs or losses resulting from modifications or cancellation of the Competition.
  - (iii) Kick may modify these Terms at any time. Changes that materially affect Creators' rights or obligations will be communicated to Creators.
- (c) Dispute Resolution: Any dispute arising out of or relating to these Terms or the Competition shall first be attempted to be resolved through good-faith negotiation between the parties. If the dispute cannot be resolved within 30 days, the parties agree to submit the dispute to mediation before a mutually agreed mediator in Victoria, Australia. If mediation fails, the dispute shall be resolved through binding arbitration in accordance with the rules of the Australian Centre for International Commercial Arbitration (ACICA).
- (d) No Agency: Your participation in the Competition does not imply or constitute any form of agency, partnership, joint venture, employee-employer, principal-representative, or franchisor-franchisee relationship between You and Kick.
- (e) Force Majeure: Kick shall not be held liable for any delay or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, government restrictions, or technical failures.
- (f) Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (g) Entire Agreement: These Terms constitute the entire agreement between the Creator and Kick concerning the Competition, superseding any prior agreements or understandings.