

Jackbox Games Holiday Video Contest Rules

- 1. Eligibility:** No purchase necessary to enter or win the giveaway. The Jackbox Games Holiday Video Contest promotion is open to legal residents of the 50 United States and the District of Columbia, who are at least eighteen (18) years of age as of November 1, 2023, except employees of Jackbox Games ("Sponsor") and its affiliates, partners, and advertising and promotion agencies, and anyone involved in the development or execution of this Contest (collectively the foregoing entities are the "Contest Entities"), and the immediate families or household members of each. The contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law or regulations.
- 2. How to Enter:** Post an original video to either your TikTok or Instagram account (not both) along with the hashtag #JackboxHolidayChallenge. To qualify for a Prize, this video must prominently feature Jackbox party games being played. Video content submitted must contain no hate speech, disparaging messaging, or otherwise objectionable content in the sole discretion of Jackbox Games. To be eligible for the Contest, an entry must be posted between 11AM CT on November 1, 2023 and 3PM CT on December 4, 2023 ("Promotion Period"). If we do not receive a response from a winner within 48 hours of notification via the TikTok or Instagram account used for submission, a new winner will be selected. Each participant ("Entrant") may enter only one (1) time during the Promotion Period (this means once overall, not once on Instagram and once on TikTok); Entrants who submit multiple entries will be disqualified.
- 3. Prize:** Two (2) Grand Prizes: The Grand Prize winners will each be awarded one (1) Steam code for The Jackbox Party Pack 10 and one (1) \$100 gift card for Doordash. Prize is non-transferable and no substitution by winners or cash equivalent is allowed. Sponsor reserves the right to substitute prize for one of equal or greater value if the advertised prize becomes unavailable. Winner is solely responsible for the payment of all federal, state and local taxes and all other expenses or costs relating to the prize not expressly set forth above.
- 4. Selection of Winners:** Grand Prize winners will be selected from all eligible entries. The two qualifying entries with the highest numbers of likes at the end of the Promotion Period will be selected as contest winners; provided that in the event multiple entries have the same number of likes (the "Tie Entries"), the winner(s) will be selected by random drawing amongst the Tie Entries. Likes must be organic, provided by real individuals (not bots or other deceptive means as adjudged by Jackbox Games in its sole discretion) and cannot be paid for, traded for, or otherwise obtained by any request other than through the post itself. Judges' decisions are final and binding in all matters relating to this Contest. Winners will be selected after the Promotion Period has ended. Jackbox Games reserves the right to repost winners' contest entries to their TikTok or Instagram page with credit. Potential winners will be notified via the TikTok or Instagram account from which their entry was received on or about December 5, 2022 and will be given instructions on how to claim the prize. Potential winners must respond to the initial notification within 48 hours after delivery. Potential winners subsequently may be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity

release) within an additional five-day period. Failure to comply with any requirements on a timely basis may result in disqualification and award of prize to an alternate winner. Odds of winning depend on the number of eligible entries received. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Contest.

5. **Release of Liability:** By participating, you release the Contest Entities and their respective employees from and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize, and you agree that these entities and persons are in no way responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion and/or the awarding of any prize except as expressly set forth in these Official Rules. By entering the Contest, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to reasonable and actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental, indirect or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for reasonable and actual out-of-pocket expenses.

6. **Additional Rules:** Entry materials/data that have been tampered with or altered are void. The Contest Entities are not responsible for: error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems. By participating in the Contest, you agree to be bound by these official rules, including all eligibility requirements. Failure to comply with these official rules may result in disqualification from the Contest. Sponsor reserves the right to: (i) permanently disqualify from any contest it sponsors any person it believes has intentionally violated these official rules; and (ii) suspend, modify or terminate the Contest if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper play of the Contest.

7. **Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Sponsor in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved exclusively by the Federal or State courts located in Cook County, Illinois.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED ONE DOLLAR (\$1.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED ONE DOLLAR (\$1.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

8. **Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any Sponsor Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Winner List: For the name of the winner, please send a request to Jackbox Games, 811 W Evergreen Ave, # 301, Chicago, IL, 60642 with your request.

The Sponsor and Administrator of this Contest is Jackbox Games, 811 W Evergreen Ave, # 301, Chicago, IL, 60642.