

## TERMS & CONDITIONS OF SUPER RUDE BEAR RESURRECTION – RAINBOW CHALLENGE

**Vorpal Games Limited**, registered with company number 09319740 at 32 Guide Post Road, Ardwick, Manchester, Greater Manchester, M13 9JH ("**Vorpal**", "**we**", "**us**") is running the "Super Rude Bear Resurrection Rainbow Challenge Marathon" challenge (the "**Challenge**") via Twitch and YouTube.

The Challenge will be operated in accordance with these terms and conditions and Twitch's and YouTube's terms and conditions (if applicable).

Please keep a copy of these terms and conditions for your records.

### 1. ACCEPTANCE

By participating in the Challenge, you are indicating your acceptance of these terms and conditions and Twitch's and YouTube's terms and conditions (if applicable). If you do not agree to each of those terms and conditions you should not apply to enter the Challenge.

### 2. ELEGIBILITY

#### 2.1 You may only enter the Challenge:

2.1.1 if you are aged 18 years or older, or if you are over the age of 13 and a responsible adult has explained these terms to you so that you understand them;

2.1.2 if it is lawful for you to do so in your country of residence; and

2.1.3 under one Twitch or YouTube account.

#### 2.2 You cannot enter the Challenge if you or any person related to you is an employee, consultant or agent of Vorpal or any of its affiliates.

### 3. CHALLENGE ENTRY

#### 3.1 The objective of the Challenge is for you to complete:

3.1.1 all 57 levels of the game Super Rude Bear Resurrection, played on Rainbow Challenge Marathon mode with the in-game music playing and the in-game timer enabled;

3.1.2 in a single run;

3.1.3 without the game character dying; and

3.1.4 without using any hacks or glitches (the "**Objective**").

#### 3.2 You can enter the Challenge by:

3.2.1 posting or streaming on Twitch or YouTube a video recording of you completing the Objective. The video recording should include:

(a) full and unedited gameplay footage of the Objective being completed;

(b) audio of the in-game music;

(c) the in-game timer visible; and

- (d) the tag "Rainbow Challenge" in the video description; and
- 3.2.2 sending a private Twitter message or tweet to us at @AlexRoseGames using the tag "Rainbow Challenge", or an email to us at [alex@alexrosegames.com](mailto:alex@alexrosegames.com).
- 3.3 There is no charge for entering the Challenge. You can enter the Challenge as many times as you wish.
- 3.4 The Challenge will run from 06:00 PDT on 5 May 2017 until 17:00 PDT on 5 May 2019, or when the Prize (as defined below) is won, whichever is sooner.
- 3.5 We can refuse entry for any reason, without notice to you. We will not accept any entries which we consider to be incomplete, misleading, late or inappropriate.
- 4. PRIZE

The prize will be a cash prize of \$1,000 (the "**Prize**"). The Prize cannot be transferred or exchanged for anything else.
- 5. DETERMINATION OF WINNER, NOTIFICATION AND PRIZE COLLECTION
  - 5.1 The Challenge will have one winner. The winner is the first person to submit an entry in accordance with these terms, which we have verified shows the Objective has been properly achieved.
  - 5.2 The winner of the Challenge will be notified shortly after receipt of their submission, by email or private Twitter message or tweet. The notification to the winner may be made publicly and refer to them by name or user name. The selection of the winner by Vorpai is final.
  - 5.3 The winners must accept the Prize by responding to our notification within 7 days by sending a private Twitter message to us at @AlexRoseGames using the tag "Rainbow Challenge", or an email to us at [alex@alexrosegames.com](mailto:alex@alexrosegames.com). In the response, the winners must set out his or her full name, postal address and a contact telephone number.
  - 5.4 If a winner cannot be contacted or does not respond within 7 days of being contacted, the Challenge will continue until the Prize is awarded to a substitute winner instead, or until 17:00 PDT on 5 May 2019, whichever is sooner.
  - 5.5 More details on delivery of the Prize will be provided to the winner.
  - 5.6 The winners may be requested to participate in promotional activity.
  - 5.7 We may change the Prize for another prize of equivalent value without notice to you.
  - 5.8 We may cancel, vary or withdraw the Challenge or the Prize if it is unlawful in your country of residence.
- 6. RESERVATIONS AND LIMITATIONS.
  - 6.1 We can exclude any entries if we have a reasonable belief the entrant has breached these terms and conditions or Twitch's or YouTube's terms and conditions, or the spirit of these terms and conditions or Twitch's or YouTube's terms and conditions.
  - 6.2 We are not responsible for any loss, damage or delay caused:

- 6.2.1 by your participation in the Challenge;
  - 6.2.2 by third parties, including losses, damages or delays caused by fraud or any failure of Twitch, YouTube, or any communication network; or
  - 6.2.3 as a result of any incorrect or incomplete information provided by any entrant.
- 6.3 We do not limit our own liability for death or personal injury, fraud or fraudulent misstatement, or for any statutory not capable of limitation.
7. DATA PROTECTION AND DIRECT MARKETING
- 7.1 By agreeing to these terms and conditions, you are giving your consent to us to:
- 7.1.1 process your personal data for the purposes of running the Challenge and for marketing purposes;
  - 7.1.2 disclose your personal data to our affiliates;
  - 7.1.3 disclose your personal data to third parties, but only to the extent necessary for that third party to deliver the Prize;
  - 7.1.4 use your name on any of our social media profiles, posts or content and in promotional materials or marketing activity;
  - 7.1.5 transfer your data outside of the European Economic Area; and
  - 7.1.6 send you emails about related products or services.
- 7.2 You must let us know if any of your personal data is incorrect or becomes out of date.
- 7.3 If you want to withdraw your consent, you can do so at any time by writing to: Vorpall Games Limited, 32 Guide Post Road, Ardwick, Manchester, Greater Manchester, M13 9JH. If you want to stop receiving emails about related products or services, you should click on the 'unsubscribe' link appearing at the bottom of the email.
8. APPLICATION OF THESE TERMS & CONDITIONS AND APPLICABLE LAW.
- 8.1 We can change these terms and conditions at any time and those changes will take effect immediately. Changes to these terms and conditions will be posted here.
- 8.2 If there is any inconsistency between these terms and conditions and Twitch's or YouTube's terms and conditions (if applicable), these terms and conditions will take precedence.
- 8.3 We make no representation that this Challenge is lawful or appropriate outside of the United Kingdom. If you access the Challenge from outside of the United Kingdom, you are responsible for compliance with all applicable local laws.
- 8.4 These terms and conditions will be governed and interpreted according to English law and subject to the exclusive jurisdiction of the relevant English courts.