

## CLUTCH GAMING NEXT BEST CASTER COMPETITION

In return for the opportunity to participate in the Clutch Gaming Next Best Caster Competition described herein (the “Contest”), CC eSports, LLC, d/b/a Clutch Gaming (the “Clutch Gaming”) requires your agreement to comply with and be bound by the terms and conditions set forth below (the “Official Rules”):

### OFFICIAL RULES

1. **PERIOD.** The Contest will begin on June 14, 2018, and end on August 8, 2018 (the “Contest Period”). The entry period for the Contest will begin on June 14, 2018 and end on June 22, 2018 (the “Entry Period”).
2. **ELIGIBILITY. NO PURCHASE NECESSARY TO ENTER OR WIN.** The Contest is open to legal residents of the United States who are 18 years of age or older as of June 14, 2018; provided that employees and immediate family members (spouses, parents, siblings and children) of employees of Clutch Gaming, North America League of Legends Championship Series LLC (the “NALCS”) and its participating teams, Riot Games, Inc., and each of their respective parents, subsidiaries, affiliates, directors, partners, officers, governors, employees, and agents are not eligible to enter. The Contest is void wherever prohibited or restricted by law.
3. **ENTRIES. LIMIT OF ONE ENTRY PER PERSON.** To submit an entry (each, an “Entry”) and enter the Contest, during the Entry Period, an Entrant must (i) record him- or herself casting either high ELO soloqueue game, any previously recorded cast, or one of Clutch Gaming Academy team’s 2018 Summer Split games from Weeks 1 or 2; (ii) upload the cast as an unlisted video on YouTube; and (iii) email a link to the video to [caster@clutchcls.com](mailto:caster@clutchcls.com) with your caster name, what type of caster you are submitting (color, play-by-play, or solo), your full name, age, email address, and a brief biography of yourself as a caster.

Limit of one Entry per person. Entries must be received during the Entry Period to be eligible. Any Entry received thereafter and/or not properly submitted will not be eligible to participate in the Contest. A person who timely submits a properly completed Entry in accordance with the procedures herein is considered an “Entrant.” **By submitting a properly completed Entry, each Entrant acknowledges that he has read, understands and agrees to be bound by these Official Rules.**

4. **JUDGING CRITERIA.** Entries will be judged by a panel of judges comprised of representatives from Clutch Gaming (the “Judges”). The Judges will select eight finalists based on the following criteria: (i) style, (ii) flow, (iii) knowledge of the teams playing and their players, and (iv) knowledge of the game and the NALCS. If necessary, ties will be broken based on the Entry with the highest style score. If style scores are identical, the Judges will compare scores of the tied Entries on the next category on the list of (i) through (iv) above, one at a time, until the tie is broken. The decisions of the Judges are final on all matters and may not be appealed.
5. **SELECTION OF FINALISTS.** Eight finalists (each, a “Finalist”) will be chosen by the Judges, whose decisions are final on all matters relating to such selection, from among all eligible Entries received during the Entry Period. The Finalists will be notified on or about June 27, 2018, via the email address provided by Entrant. **If any potential Finalist declines to participate as a Finalist or fails to contact Clutch Gaming within 24 hours of being notified that he or she is a Finalist, then such potential Finalist will forfeit the right to be a Finalist, and Clutch Gaming may select a replacement Finalist from among all remaining eligible Entries.**

The Clutch Gaming Academy team will play a game each Thursday during the Contest Period (each, an “Academy League Game”). Each of the Finalists will be paired with one other Finalist each week beginning with Week 3 (June 28, 2018). The pairing of the casters will be announced each Wednesday before the respective Academy League Game and will be determined by Clutch Gaming in its sole discretion. Beginning with Week 3, each duo will cast the Academy League Game live (each, a “Casting”). Beginning with Week 6, fans will have the opportunity to vote for the Finalists by visiting [www.clutchcls.com](http://www.clutchcls.com). Beginning on July 26, 2018, and ending on July 31, 2018 (the “Week 6 Voting Period”), fans will vote for their favorite casters during Week 6. Following the Week 6 Voting Period, the four Finalists receiving the most fan votes will advance to cast the Week 7 Academy League Game (the “Top 4”). Beginning on August 2, 2018, and ending on August 7, 2018 (the “Week 7 Voting Period”), fans will vote for their favorite casters during the Contest. Votes from the Week 6 Voting Period will not be combined with votes from the Week 7 Voting Period. A schedule of key dates for the Contest is set forth below:

Week 1	Thursday, June 14	Video posted by Clutch Gaming to use for Entries by casters
Week 2	Thursday, June 21	Video posted by Clutch Gaming to use for Entries by casters
	Friday, June 22	Deadline to submit Entries
Week 3	Wednesday, June 27	Announcement of Finalists and initial pairings
	Thursday, June 28	Live casting by Finalists
Week 4	Wednesday, July 11	Announcement of Week 4 pairings
	Thursday, July 12	Live casting by Finalists
Week 5	Wednesday, July 18	Announcement of Week 5 pairings
	Thursday, July 19	Live casting by Finalists
Week 6	Wednesday, July 25	Announcement of Week 6 pairings
	Thursday, July 26	Live casting by Finalists
	July 26 – July 31	Fan Voting for Week 6
Week 7	Wednesday, August 1	Announcement of Top 4 and Week 7 pairings
	Thursday, August 2	Live casting by Top 4
	August 2 – August 7	Fan Voting for Week 7
Week 8	Wednesday, August 8	Announcement of Winners
	Thursday, August 9	Live casting by Winners

6. **SELECTION OF WINNERS.** The two Finalists that receive the most votes during the Week 7 Voting Period will be declared the winners (the “Winners Casting”). The selection of the Winners is final on all matters relating to such selection and may not be appealed. The Winners will be notified on or about August 8, 2018, via the email address provided by the Winners. By participating, each Entrant agrees to these rules and the decisions of Clutch Gaming, which shall be final and legally binding in all matters relating to this Contest. Clutch Gaming reserves the right to conduct a background check of each Entrant and to disqualify any Entrant at any time, effective upon written notice, if such Entrant commits, or has at any time committed, any act or becomes involved in, or has at any time been involved in, any situation or occurrence which act, situation or occurrence tends in the sole opinion of Clutch Gaming to subject Entrant, Clutch Gaming to any ridicule, contempt or scandal or which, in the sole opinion of Clutch Gaming, reflects unfavorably upon Clutch Gaming. **If any potential Winner declines the Prize, or fails to claim the Prize within 24 hours of being notified that he or she is the Winner, then such potential Winner will forfeit the right to be the Winner, and Clutch Gaming may select a replacement Winner from among all remaining eligible Finalists.**
7. **PRIZE DESCRIPTION; ODDS.** Each of the Finalists will receive a Corsair Void PRO headset (total approximate retail value (“ARV”): \$100.00) (the “Finalist Prize”). Each of the Top 4 will receive a Corsair GLAIVE RGB Gaming Mouse and a Clutch Gaming jersey (total ARV: \$140.00) (the “Top 4 Prize”). Each of the Winners will receive: (i) the opportunity to cast the Week 8 Academy League Game (the “Winners Casting”), and (iii) a Corsair K70 RGB Keyboard (total ARV: \$170.00) (the “Winner Prize” and, together with the Top 4 Prizes and the Finalist Prizes, the “Prize”). Prizes for the Winners and the Top 4 will be cumulative (i.e., the Winners will receive the Finalist Prize, the Top 4 Prize, and the Winner Prize, and the Top 4 will receive the Finalist Prize and the Top 4 Prize). Every aspect of the Prize shall be determined by Clutch Gaming in its sole discretion, including but not limited to locations and dates of any portion of the Prize. Clutch Gaming shall not be responsible for any expenses associated with any Prize, including but not limited to travel accommodations or transportation expenses unless explicitly stated in these Official Rules. Winners may not sell, assign, transfer or substitute the Prize (or any portion of the Prize) or redeem the Prize (or any portion of the Prize) for cash value. Each Winner will be responsible for any federal, state and local taxes associated with the Prize. Winners may be required to sign, at the request of and in the sole discretion of Clutch Gaming, a Release, an Affidavit of Eligibility, a Form W-9, and/or a Prize Acceptance Form in order to receive the Prize. Clutch Gaming reserves the right to substitute the Prize (or any portion of the Prize) with any prize of greater or equal value.
8. **REPRESENTATIONS AND COVENANTS.** Each Entrant hereby warrants and represents as follows: I own the Entry, and I own all the rights, including copyright, necessary to submit the Entry. The Entry is my own original work, does not infringe upon any copyright, invade any right of privacy, contain any defamatory, libelous or slanderous material, or violate any other right of any person or entity, and is not otherwise contrary to law. I have the permission of all subjects depicted in the Entry to submit the Entry, and all of the subjects in the Entry have assigned all relevant rights to me. All persons depicted in the Entry are at least 18 years of age. Further, I agree not to infringe upon any copyright, invade any right of privacy, make any crude, vulgar, pornographic, profane, obscene, defamatory, libelous or slanderous remarks, or violate

any right of any person or entity, in the Entry or any of the Castings or the Winners Casting. Clutch Gaming reserves the right, in its sole discretion, to disqualify any Entrant or Finalist who violates this section.

9. **CONSENT OF USE.** Each Entrant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to grant Clutch Gaming royalty-free, worldwide, perpetual license to reproduce, display, distribute, edit, and create derivative works of the Castings, the Winners Casting, and the Entry, in whole or in part, in any media now existing or subsequently developed, for any commercial, promotional, and educational purposes and any other purpose. Each Entrant further agrees and consents to the editing, modification, replication, publication and/or other use of the names, likenesses, photographs, voices, Castings, Entries, and the like of each Entrant in any media now existing or subsequently developed, including without limitation, Clutch Gaming website and in any and all advertising, promotions, and other publicity conducted by Clutch Gaming, and/or the NALCS and its participating teams, and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, owners, governors, employees, and agents, except where prohibited by law. Notwithstanding the generality of the foregoing, each Entrant further assigns any and all rights he or she may have over his or her Entry, the Winners Casting, and the Castings to Clutch Gaming without further authorization, compensation or remuneration of any kind.
10. **RULES.** All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of Clutch Gaming and may be changed from time to time without notice. Clutch Gaming reserves the right to cancel or modify the Contest at any time without notice.

**ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT, VOTING PROCESS, OR LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, CLUTCH GAMING WILL DISQUALIFY ANY SUCH ENTRANT, AND CLUTCH GAMING RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. **LIMITATIONS ON LIABILITY.** Clutch Gaming shall not be responsible for Entries that are incomplete, improperly submitted, misdirected, lost, late or damaged. All Entries and Castings become the property of Clutch Gaming and will not be acknowledged or returned. **By entering, each Entrant agrees to HOLD HARMLESS AND INDEMNIFY Clutch Gaming, the NALCS and its participating teams, and each of their respective partners, parents, subsidiaries, affiliates, directors, officers, governors, employees, and agents (the “Released Parties”) from and against any and all liability, damages, claims and causes of action (however named or described) with respect to or arising out of (a) Entrant’s participation in the Contest, (b) Entrant’s Entry or any registration material on any related website, (c) Entrant’s Castings or Winners Casting or any use of the Castings or Winners Casting by the Released Parties, (d) Entrant’s breach of any representation or warranty contained herein, (e) any typographical or other error in these Official Rules or (f) the receipt, participation in, and/or use of the Prize or any replacement prize that may be awarded herein, including any travel associated with the Prize.**
12. **DISPUTES.** This Contest shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. **EACH ENTRANT HEREBY WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND SUBMITS TO THE JURISDICTION OF THOSE COURTS.** Each Entrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Contest shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Houston, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party’s notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will Entrant be permitted to obtain any punitive, incidental, special, consequential and/or other damages, including without limitation lost profits (collectively, “Special Damages”) to an Entrant; and Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.
13. **FORCE MAJEURE.** Clutch Gaming shall not be responsible for the failure or interruption of any website and/or webpage mentioned herein, [www.clutchlcs.com](http://www.clutchlcs.com), or of the cancellation or postponement of a Clutch Gaming game or the Contest for

any reason including, but not limited to, equipment failure or malfunction, electrical service interruption, or any act of God. In addition, in the event that Clutch Gaming is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Clutch Gaming' control, Clutch Gaming shall have the right to modify, suspend or terminate the Contest. Further, Clutch Gaming reserves the right, in its sole discretion, to cancel or suspend the Contest for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Contest.

14. **ADDITIONAL DISCLOSURES.** The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, YouTube. Each Entrant releases YouTube from any claims, responsibility or liability relating to their participation in this Sweepstakes. Copyright/trademark/service mark infringements are not intended or implied.
15. **WINNERS LIST.** To receive written confirmation of the Winners, mail a self-addressed, stamped envelope to: Clutch Gaming Next Best Caster Competition, 1510 Polk Street, Houston, TX 77002, Attn: Hayden Rome. Requests must be received by December 31, 2018.