#### GENSHIN IMPACT CREATOR PROGRAM Official Rules

This GENSHIN IMPACT CREATOR PROGRAM ("Contest" or "Program") is sponsored by COGNOSPHERE PTE. LTD. ("Sponsor"). By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries (as defined below) and the overall administration of the Contest. Entrant should look solely to Sponsor with any questions, comments, or problems reached related to the Contest. Sponsor may be bv email at genshinimpact community@hoyoverse.com during the Contest Period.

# NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Contest is open only to natural persons and legal residents of following countries and regions: Australia, Brazil, Canada (excluding Quebec), Contiguous United States, France, Germany, Indonesia, Japan, Kazakhstan, Malaysia, Mexico, Philippines, Qatar, Russia, Saudi Arabia, Singapore, South Korea, Spain, Taiwan, Thailand, United Arab Emirates, United Kingdom, and Vietnam ("Eligible Locations"), and who are at least as old as the minimum age of majority in the jurisdiction from which they enter the Contest. ENTRANTS IN THIS CONTEST MUST HAVE (1) A VALID USER ACCOUNT OF GENSHIN IMPACT ("GENSHIN IMPACT ACCOUNT") or "UID"), AND (2) A VALID INDIVIDUAL USER ACCOUNT OF TWITCH ("TWITCH ACCOUNT"). Those who are employees of Sponsor or their affiliates, subsidiaries, representatives, agency, and other entity involved in the administration or fulfillment of the Contest (such as TWITCH Interactive Limited and its affiliates) (collectively "Sponsor and its Agents") or who are immediate family members or persons living in the same household of each such employee are not eligible. This Contest is subject to all applicable laws and regulations and is void where prohibited or restricted by law.

Phase	Start Time	End Time
Registration Phase	Oct 28, 2022 at 19:00:00	Nov 4, 2022 at 15:00:00
	(UTC+8)	(UTC+8)
Live-Streaming Phase	Nov 2, 2022 at 10:00:00	Nov 22, 2022 at 23:59:59
_	(UTC+8)	(UTC+8)
Final Judging Phase	Nov 23, 2022 at 0:00:00	Dec 2, 2022 at 23:59:59
	(UTC+8)	(UTC+8)

2. Timing: The Contest begins on Oct 28, 2022 at 19:00:01 (UTC+8) and ends on Dec 02, 2022 at 23:59:59 (UTC+8) (the "Contest Period") and consists of the phases set forth in the chart below:

IMPORTANT NOTICE TO ENTRANTS: ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE APPLICABLE CONTEST ENTRY PERIOD TIMES IN THEIR RESPECTIVE TIME ZONES. SPONSOR'S DATABASE CLOCK WILL BE THE OFFICIAL TIMEKEEPER FOR THIS CONTEST.

3. How to enter: During the Registration Phase, visit [website link] (the "Contest Site" or "Site") and follow the directions to finish the registration, and conduct your live-streaming ("Entry/Entries") on Twitch under the category of Genshin Impact. Every Entrant will have their progress logged in up to 25 hours after successful registration, actual registration time shall be confirmed by Sponsor's Staff and be notified by an email sent by <u>noreply.news@e-mail.hoyoverse.com</u>. By live streaming your Entry, you agree that it conforms to the Guidelines and Restrictions as defined below, and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion that your Entry fails to conform to the Guidelines and Restrictions. In Registration Phase, Entrants shall bind your TWITCH ACCOUNT to UID. Entrants who fail to bind the account will lose the eligibility to claim awards.

PLEASE NOTICE THAT THE MAXIMUM NUMBER OF ENTRANTS REGIUSTRATED FOR THIS CONTEST IS 100,000. If the total number of Entrants exceed the Maximum Number of Entrants, the Sponsor will decide qualified Entrants by the timestamp of registration.

**Guidelines and Restrictions:** 

Format Requirements

Entries must be in the format of live streaming under the category of Genshin Impact, and be applicable to Twitch;

- Content Requirements
- Entries must pertain to the electronic game Genshin Impact ("Genshin Impact") by portraying the scenery and story during the adventure on Teyvat, as determined by Sponsor in its sole discretion. At least 80% live-streaming time should be the display of gameplay or contents in material connection with Genshin Impact. The Entrant who deliberately or maliciously submits an Entry that is not in relation to Genshin Impact will be disqualified from contests and/or events sponsored or held by Sponsor in perpetuity. Entries can be original derivative works based on characters, scene, storyline, and background music of Genshin Impact (collectively "Contest Assets"); or screen recording of the gameplay. For purposes of this Contest, all Entries will be presumed authored by the person submitting the Entries. No group or multi-author(ed) works will be recognized in this Contest.
- Entries in this Contest must not contain any pornography, or other illicit, illegal, defamatory, morally offensive or obscene content, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any Entry containing racial, religious, or ethnic slurs, explicit language, obscene, pornographic, violent, or sexual content, or libel, hate speech, references to alcohol, drugs or other illicit substances, or otherwise objectionable, offensive, illegal, inappropriate or prohibited material.
- Entrants warrant that their Entries contain only Contest Assets, if any, and/or their own ORIGINAL CREATIONS. Any re-recording of other third-party's live-streaming is prohibited. Entrants further warrant their Entries do not contain any third party copyrighted materials, and otherwise do not violate or infringe the rights, including, without limitation, copyrights, trademark rights or rights of publicity/privacy, of any third party. Sponsor reserves the right to disqualify the Entrant, who maliciously or deliberately infringe any rights (including intellectual property rights and moral rights) of other third party, from any contest sponsored or held by Sponsor in perpetuity Limitations
- Each Entrant may participate in the Contest using ONE (1) TWITCH ACCOUNT during the Contest Period. Entries received from any TWITCH ACCOUNT in excess of the stated limit will be void. Entries generated by script, macro or other automated means are void. Final eligibility for the awarding of any prize is subject to the eligibility verification of Sponsor at its sole discretion.

Live streaming an Entry constitutes an Entrant's consent to give Sponsor a royalty-free, irrevocable, sublicensable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Entry (including the moral right and portraiture right therein) in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting herein. Sponsor and its Agents are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Entry, all of which will be void. Physical copies (if any) of Entries become the property of Sponsor and will not be returned.

By submitting an Entry containing the facial likeness, voice, appearance, and/or other personal information (collectively "Appearance") of other third party, the Entrant shall ensure and warrant, at its sole effort and cost, that he/she has obtained a duly license or authorization from such third part to use his/her Appearance in the Entry for this Contest. The sponsor reserves the right to remove an Entry and disqualify the Entrant if any third party claims to Sponsor with prima facie evidence that the Entry/Entrant violates legal rights of such third party.

By providing any Contest Assets for Entrants' use, Sponsor is granting Entrants a limited, nonexclusive, non-transferable, non-sublicensable, non-assignable, and non-commercial license to use the Contest Assets solely in connection with, and as a part of, the Contest. Entrants shall otherwise have no right, title or interest in or to any Contest Assets except as otherwise granted by Sponsor, and any use of the Contest Assets (including use of the Entry that contains Contest Assets) other than as permitted by these Official Rules may constitute copyright and/or trademark infringement.

#### 4. Winner Determination:

The Sponsor will select winners in accordance with the following criteria:

Stream to Win Prizes

- (1) AWARD ONE Streaming Duration Milestones:
  - Prize will be distributed to the winner based on the live-streaming duration within the Live-Streaming Phase. Different milestones are set with tiered rewards. (Prizes are limited and sorted in order of completion)
- (2) AWARD TWO Consecutive Check-Ins Entrant who fulfills designate hours of live streaming duration in consecutive 1/2/3 week(s) will receive corresponding rewards.

### Advanced Ranking Rewards

Entrants shall complete the first milestone of "Streaming Duration Milestones" to be eligible to get an award in Advanced Ranking Rewards.

- (3) AWARD THREE Popular Streamers List Winners will be determined by the number of TOTAL VIEWER COUNTS of each Entrant during the Live-Streaming Phase.
- (4) AWARD FOUR Most Hours Watched List Winners will be determined by the number of TOTAL HOURS WATCHED of each Entrant during the Live-Streaming Phase.
- (5) AWARD FIVE Outstanding Community Contributor

Winners will be determined by the number of AVERAGE CONCURRENT VIEWERS of each Entrant during the Live-Streaming Phase.

ONE (1) PRIZE PER WINNING PERSON WILL BE AWARDED IN THIS CONTEST EXCEPT THE PRIZE FOR STREAMING DURATION MILESTONES. WINNERS SELECTED FOR MULTIPLE AWARDS WILL RECEIVE ONLY THE PRIZE WITH THE HIGHEST APPROXIMATE MARKET VALUE. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED AND RELATIVE SKILL OF ENTRANTS.

## 5. Prizes:

Please be noted that the Prizes are not instantly available, after the event ends, all Prizes will be reviewed by the Sponsor staff. Qualified Entrants will receive the in-game rewards by in-game mails.

Streaming Duration Milestones:

- Ist Milestone: The cumulative live-streaming duration reaches 6 hours, and each winner will receive 200 Primogems. (16,000 winners)
- 2nd Milestone: The cumulative live-streaming duration reaches 9 hours, and each winner will receive additional 250 Primogems. (13,000 winners)
- 3rd Milestone: The cumulative live-streaming duration reaches 12 hours and more, and each winner will receive additional 350 Primogems. (10,000 winners)
- 4<sup>th</sup> Milestone: The cumulative live-streaming duration reaches 30 hours and more, and each winner will receive additional 800 Primogems. (3,000 winners)

If the number of Entrants who reach the Milestone exceeds the limit, winners will be determined by the number of AVERAGE CONCURRENT VIEWERS of each Entrant during the Live-Streaming Phase.

Consecutive Check-Ins

- Reach the 3-hour live stream duration in a week, and each winner will receive 50 Primogems. (15,000 winners)
- Reach the 3-hour live stream duration in a week for 2 consecutive weeks, and each winner will receive additional 100 Primogems. (12,000 winners)
- ♦ Reach the 3-hour live stream duration in a week for 3 consecutive weeks, and each winner will

receive additional 150 Primogems. (10,000 winners)

Advanced Ranking Rewards

(1) Popular Streamers List:

- ✤ Top 61- Top 100 Entrant: Each winner will receive 800 Primogems.
- ✤ Top 31- Top 60 Entrant: Each winner will receive 1,200 Primogems and \$100 Cash.
- ✤ Top 6- Top 30 Entrant: Each winner will receive 2,400 Primogems and \$300 Cash.
- ♦ Top 1- Top 5 Entrant: Each winner will receive 4,000 Primogems and \$500 Cash.
  (2) Mart Harry Watched List
- (2) Most Hours Watched List
- ✤ Top 31- Top 60 Entrant: Each winner will receive 1,200 Primogems and \$300 Cash.
- ✤ Top 6- Top 30 Entrant: Each winner will receive 2,400 Primogems and \$500 Cash.
- ✤ Top 1- Top 5 Entrant: Each winner will receive 4,000 Primogems and \$800 Cash.

(3) Outstanding Community Contributor

- ♦ Top 201- Top 500 Entrant: Each winner will receive 600 Primogems.
- ♦ Top 101- Top 200 Entrant: Each winner will receive 800 Primogems.
- ♦ Top 51- Top 100 Entrant: Each winner will receive 1,200 Primogems and \$100 Cash.
- ✤ Top 21- Top 50 Entrant: Each winner will receive 1,600 Primogems and \$300 Cash.
- ♦ Top 6- Top 20 Entrant: Each winner will receive 3,200 Primogems and \$500 Cash.
- ✤ Top 5th Entrant: Winner will receive 5,000 Primogems and \$1,000 Cash.
- ✤ Top 4th Entrant: Winner will receive 5,000 Primogems and \$2,000 Cash.
- ✤ Top 3rd Entrant: Winner will receive 5,000 Primogems and \$3,000 Cash.
- ♦ Top 2nd Entrant: Winner will receive 5,000 Primogems and \$5,000 Cash.
- ✤ Top 1st Entrant: Winner will receive 5,000 Primogems and \$8,000 Cash and Extra Bonus.

Extra Bonus: Twitch Homepage Carousel Feature. THE EXTRA BONUS IS ONLY AVAILABLE TO ENTRANTS IN BRAZIL, CONTIGUOUS UNITED STATES, FRANCE, GERMAN, MEXICO AND SOUTH KOREA. THE ENTRANT WITH THE MOST AVERAGE CONCURRENT VIEWER COUNT OF EACH AFOREMENTIONED TERRITORY WILL BE SELECTED AS THE WINNER, AND THE WINNER SHOULD ALSO SATISFY TWITCH-RELATED POLICY AND TWITCH PARTNER REQUIREMENTS.

All the cash is paid in USD and will be paid to the winner's PayPal account. If a PayPal account is not possible/legal in the winner's country or for the winner's reasons, alternative arrangements will be made, but winners are responsible for their own bank fees. All taxes and any other costs not specifically stated within these Rules as being included as part of the Prize are the sole responsibility of the winners. The Sponsor does not account for or have any liability for any prize winner's bank fees and charges that may be levied in currency conversion and transactions by the participating banks or institutions. The winner represents and warrants that its beneficiary account shall be opened with the winner's personal identity information and as to the PayPal account, the screenshots and/or other materials shall be provided according to Sponsor's requests to prove that such PayPal account has passed the real-name authentication with winner's personal identity information; otherwise, Sponsor shall be entitled to request the winner to change such PayPal account and the delayed payment due to such account change shall not constitute an overdue payment. Please be noted that the cash Prize will be delivered by a designated payment service provider, and all winners who will receive the cash Prize agree that the Sponsor has the right to share your personal information to a payment service provider for the purposes of facilitating the payment of the Prize.

The Sponsor will send an email to the Entrant's email which is used to register Genshin Impact as a notification of Prize Winning. For the purpose of ensuring cash Prize winner could receive the cash, all cash Prize winners must fill in required information within 5 business days after receiving such an email. If cash Prize winners fails to fill in the required information correctly and timely, his/her prize will be annulled with no compensation to be made. Required information depends on how winners will claim the Prize.

PayPal: Your Creditor Name, Creditor PayPal Email and Creditor Country (<u>ISO Alpha-3 Country</u> <u>Codes</u>)

Bank Wire Transfer: Beneficiary Name, Account Number, Bank Name, IBAN or SWIFT code.

If alternative arrangements are made, the Sponsor will use email to notify what corresponding related information shall be provided, and the winner shall also provide such information within 5 business days upon receiving such requirements.

Primogems and Extra Bonus cannot be transferred, redeemed for Cash or substituted by the winners. The approximate market value of the non-cash prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated approximate market value, the difference will not be awarded in any form of compensation. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Sponsor will not replace any lost or stolen prize items. All applicable taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize. All intangible prizes and ingame redeem code (if any) will expire on Dec 06, 2022 (UTC +8) if Entrants do not claim them. Winners shall redeem the code and rewards before the deadline.

6. Notification: The potential winner list will be displayed on the Contest Site in FIVE (5) days at the beginning of Final Judging Phase in the Contest Period. Except where prohibited by applicable law(s), each potential winner will be required to fill up the Winner Information Collection Form (including the user ID of Genshin Impact ;Moreover, the cash Prize winner will be also required to provide PayPal Creditor Name, PayPal Creditor Email and Creditor Country(ISO); If choosing wire transfer, the winner shall provide Beneficiary Name, Bank Account Number, Bank Name, IBAN or SWIFT number) displayed on the Contest Site and submit it within TEN (10) days of the date winner list published, in order to claim his/her prize. It's Entrants' own responsibility to check the winner list, and Sponsor will not send notice or email to each winner. If any potential winner fails to submit the Winner Information Collection Form within Ten (10) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, or if any potential winner rejects his/her prize or in the event of noncompliance with these Official Rule, such prize will be forfeited and an alternate winner will be selected from all remaining eligible Entries/Entrants (time-permitting). Upon prize forfeiture, no compensation will be given. The potential prize winner may be required to sign and return an affidavit of eligibility and release of publicity. No substitution or transfer of a prize is permitted except by Sponsor.

7. PRIVACY: Participation in the Contest implies authorization for Sponsor to collect, use and disclose Entrant's personal information, including the right to share your UID with Twitch for purposes of administration of the Contest and prize fulfillment. By accepting a prize, Sponsor may use your name and other identifiable information (such as game user account) online or in any other media, in connection with this Contest, without payment or compensation to the winner or anyone else, except where prohibited. All information submitted to the Sponsor as part of this Contest will treated in accordance with Sponsor's privacy policy, available he at https://genshin.hoyoverse.com/en/company/privacy. By participating in the Contest, Entrants acknowledge that they have read and accepted Sponsor's privacy policy. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending an email with the request to genshinimpact\_community@hoyoverse.com. Sponsor may obtain your name, live stream performance data from Twitch to select winners, if you want to know about privacy policy of Twitch, available at [https://www.twitch.tv/p/en/legal/privacy-notice/] By submitting the Entry, Entrants acknowledge and agree to publish and display his/her Genshin Impact user ID, likeness, voice, and other personal information contained in the Entry to the platform where the Contest is held.

#### 8. General Terms

(1) By participating, to the extent allowable under applicable laws, Entrants and winner(s) agree to release and hold harmless Sponsor and its advertising and promotion agencies and its parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, or participation in Contests, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related

activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

(2) Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to the time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

(3) This Contest and the Official Rules shall be governed by and construed under the laws of Singapore excluding its conflict of law principles. The Convention on Contracts for the International Sale of Goods will not apply. You agree and acknowledge that any claims or legal actions shall be referred to Singapore International Arbitration Centre and it shall be conducted in accordance with such commission's arbitration rules. Any award made by the arbitral board shall be final and binding on each of the parties that were parties to the dispute, and the prevailing party shall be entitled to its legal costs and expenses in any arbitration proceeding, including reasonable attorneys' fees, as part of such awareness. SUBJECT TO APPLICABLE LAWS AND REGULATIONS, THE PARTIES CONFIRM THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION.

9. WINNER LIST/OFFICIAL RULES: For accessing a Winner List online, visit the Sponsor's website announcement. The winner list will be posted after the end date of the Contest Period.

Should there be any inconsistency or conflict between the English and other language versions, the English version shall prevail.

If you have any questions about this Contest or have any requests for resolving issues arising from or in connection with this Contest, please contact us at genshinimpact\_community@hoyoverse.com.