

## Let's-A-Game Together Sweepstakes Game (the “Giveaway”)

### Official Rules (the “Rules”)

The Let's-A-Game Together Sweepstakes Game is a Promotional Contest (in Canada) and Sweepstakes (in the USA) encouraging donations towards the nonprofit Help Hope Live. NO DONATION IS NECESSARY IN ORDER TO PARTICIPATE WITHIN THE GIVEAWAY, AND NO PURCHASE OR DONATION WILL INCREASE YOUR CHANCES OF WINNING. Do note that individuals will need a computing device with access to the internet, and a valid email address to participate within the Giveaway.

#### General Terms Used In The Rules:

This event will be sponsored by Trevor Kollins (the “Sponsor”).

The Giveaway Period (the “Giveaway Period”) is defined as starting from January 1st 2025 8am EST and ending at January 6th 2025 6am EST.

The Livestream Broadcast (the “Livestream”) is defined as any live footage which appears at the following link between the start and end of the Giveaway Period:

<https://www.twitch.tv/phieki>

The Let's-A-Game Team (the “LAG Team”) is defined as any individual who meets at least one of the following conditions:

1. Their full legal name is listed at the following document:  
[https://docs.google.com/spreadsheets/d/1qFMcRBVvm1oQf-YqxMOtTSjITt2k2RO5oJquVdj69ds/edit?usp=s\\_haring](https://docs.google.com/spreadsheets/d/1qFMcRBVvm1oQf-YqxMOtTSjITt2k2RO5oJquVdj69ds/edit?usp=s_haring)
  - a. The contents of this document will be kept private but may be revealed at the request of any Canadian court or governing authority.
  - b. A Canadian governing authority may request access to this document by phoning +1-647-535-8444 and providing a valid Gmail email address. Afterwards, access to this document will be granted no later than 15 business days following the aforementioned phone call.
  - c. The contents of the above document will not change following the start of the Giveaway Period.
2. They make an appearance on the Livestream between the start and end of the Giveaway Period.
  - a. The Sponsor will not be responsible for the preservation or loss of any footage created during the Giveaway Period.
  - b. If it comes into question within a court of law, the Sponsor will be solely responsible for clarifying any ambiguity with respect to which individuals made an appearance on the Livestream during the Giveaway Period.

An individual who is eligible to participate in the Giveaway will be referred to as a “Participant”. See the **Eligibility** section below for more details.

An individual who has won and claimed a prize is referred to as a “Winner” within the Rules.

#### General Information:

The Sponsor may engage with the LAG Team to execute aspects of the Giveaway on the Sponsor's behalf.

**Note: No Donation towards Help Hope Live or purchase is necessary to participate in the Giveaway, and making a purchase or donation will not increase your chances of winning a prize.**

#### The Binding of the Sponsor and Participants to the Rules:

By participating in the Giveaway, Participants, and/or legal guardians acting on behalf of a Participant, agree to accept, comply with and abide by the Rules. See the **Official Rules Availability** section below for where the Rules can be found.

### **Eligibility:**

The Giveaway is open ONLY to legal residents of Canada (excluding the province of Quebec), the 50 United States, and the District of Columbia. To enter, entrants must be at least 18 years old and the legal age of majority in their residing legal jurisdiction as of date of entry. The LAG Team and their **"Immediate Family"** is NOT eligible to participate. **"Immediate Family"** refers to their spouse, parents, grandparents, great-grandparents, children, grandchildren, and great grandchildren. **"Immediate Family"** also includes "step" and adoptive relationships, the legal guardian(s) of the individual, and those who are not legally related but reside at the same address as an individual on the LAG Team. Individuals are not eligible to enter in the Province of Quebec and where else prohibited by law. All federal, provincial, territorial, state, and local laws and regulations apply.

Entry into the Giveaway will be limited to 1 entry per shipping address. If multiple entries are made with the same shipping address, only the first to enter will be considered for a prize.

Individuals must have a computing device and an email address in order to enter. These will be needed to accept the prize.

### **General Description Of The Giveaway Format:**

There are 3 Phases to the Giveaway, detailed below:

1. Entry into the Giveaway during the Giveaway Period.  
For each remaining prize:
  2. The selection of a Potential Winner through a random chance game (the **"RCG"**).
  3. The selection of a Winner through a mathematical skill-testing question (the **"STQ"**).
    - i. If the Potential winner resides in the USA, this phase is skipped, and they will automatically be elevated to the status of "Winner."
    - ii. This phase also involves signing a liability of release and affidavit of eligibility, before being declared a "Winner".

Further description of each of these Phases are given below.

### **1: Entry Into The Giveaway During The Giveaway Period ("Phase 1")**

There are 2 methods of entry into the Giveaway. These methods of entry must be completed within the Giveaway Period:

1. A single donation of at least \$5 USD towards Help Hope Live, occurring at the Sponsor associated affiliated donation link: <https://tilt.fyi/w6q2G4M9Vd>. Please note that the Sponsor and the LAG Team does not touch or receive any of the money donated through this link. It goes straight to the charity, Help Hope Live. The Participant must:
  - a. Navigate to the above link on their computing device and add "Computer Peripheral Sweepstakes (Canada+USA ONLY)" to their shopping cart.
    - i. Note that a link to the Rules and a note that this applies to US and Canadian residents (minus Quebec) only will be included in the item description, before adding to cart.
  - b. Click on "Checkout."
  - c. Enter their full name, email address and shipping address.
  - d. Click "Payment Details".
  - e. Enter their online payment details (e.g. a Credit Card) and finish donating.
2. Mailing a "3 ½ x 5" postcard with their full name, email address, and shipping address to PO Box 2117, Station B, Richmond Hill, Ontario, Canada, L4E 1A3. The entry must be received within the giveaway period. The Sponsor is not responsible for any lost, late, incomplete, illegible, or postage-due entries.

If multiple entries into the Giveaway are done for the same shipping address, only the first will be considered for a prize.

## **2: The Selection Of A Potential Winner Through A RCG (“Phase 2”)**

This Phase will be run at least once for each prize. If a Potential Winner from this Phase fails the STQ portion (Phase 3) of the Giveaway, forfeits their prize, or are disqualified from the Giveaway for any reason, it may be run again for the same prize.

A single Potential Winner (“**Potential Winner**”) (per prize) will be selected from eligible Participants who completed Phase 1. All eligible entrants will have an equal chance of being selected as a Potential Winner. Thus, **the chances of winning are 1 in <number of Prize Entries>**. Please note that performing multiple entry methods or one entry method multiple times will NOT increase your chances of winning the RCG.

A Participant may be selected multiple times as a Potential Winner for separate prizes. If this is the case, and they reside within Canada, they must complete Phase 3 (the STQ) only once.

Note that this Phase will occur after the Giveaway Period ends, and no later than January 31st 2025 11:59pm EST, and may be conducted privately with the Sponsor as the sole discretion.

## **3: The Selection Of A Winner Through The STQ (“Phase 3”)**

All Potential Winners outlined in Phase 2, if residing in Canada, must perform a multi-step, mathematical STQ, and all potential winners (for residents of both Canada and USA) must sign both an affidavit of eligibility and liability release form in order to claim their prize. For residents of Canada, the required STQ must be performed by themselves, without assistance of any kind, whether electronic, mechanical, or other.

The procedure for this section will be carried out based on the Potential Winner’s country of residence:

For residents of Canada:

- Participants will receive an email with the subject “Let’s-A-Game Together Giveaway” (the “**Initial Email**”) no later than January 31st 2025 11:59pm EST, with three forms, the first detailing a STQ, and the second being an affidavit of eligibility, and the third being a liability release. They must complete both attached forms no later than 7 days after receiving the Initial Email. If they fail to enter the STQ correctly, the Sponsor will let them know and give them a second attempt. If 7 days pass since the initial email and the Participant has yet to answer the STQ correctly and both sign the affidavit of eligibility and liability release, they forfeit their right to the prize. If this is before January 31st 2025 11:59pm EST, Phase 2 and Phase 3 will be performed again to select a different Potential Winner and Winner for prize. If the Participant fails to answer the STQ twice in a row, they will not be considered for the prize. In this case, if this is before January 31st 2025 11:59pm EST, Phase 2 and Phase 3 will also be performed again to select a different Potential Winner and Winner for the prize. If Participants answer the STQ correctly on the first or second attempt and both sign the affidavit of eligibility and liability release within 7 days of the Initial Email, they will be selected as the Winner of the prize.

For residents of the United States:

- Participants will receive an email with the subject “Let’s-A-Game Together Giveaway” (the “**Initial Email**”) no later than January 31st 2025 11:59pm EST, with an attached affidavit of eligibility and liability release. They must complete the attached forms no later than 7 days after receiving the Initial Email. If 7 days pass since the initial email and the Participant has yet to sign and return both the affidavit of eligibility or liability release, they forfeit their right to the prize. If this is before January 31st 2025 11:59pm EST, Phase 2 and Phase 3 will be performed again to select a different Potential Winner and Winner for prize.

If no Winner has been selected by February 7th 11:59pm EST, then the prize will not be given away to a Winner.

Note that this Phase will occur after the Giveaway Period ends, with the Initial Email to the Potential Winner sent no later than January 31st 2025 11:59pm EST.

**Prizes:**

The list of prizes, their associated store page, and their approximate retail value (their “**ARV**”) is listed in the below document:

<https://docs.google.com/spreadsheets/d/1lqdA8lUPw4bTA70cMLlvzan2CcYc31ifGZBr6mj-lt4/edit?usp=sharing>

The contents of this document will not change following the start of the Giveaway Period.

The Sponsor will be responsible for the shipping cost to forward the prize to the Winner’s destination. The ARV of a prize does not include the shipping cost or applicable taxes. The Winner is responsible for paying any delivery fee, service fee, small order fee or any federal, provincial, territorial, state, or local taxes and fees that are required by law. In the event of a US winner, the Sponsor will deduct any withholding taxes imposed by the United States and/or applicable state governments, and the value of the prize will be adjusted accordingly. The handling of applicable taxes is the Winner’s sole responsibility. The sponsor is not responsible for lost, delayed, or damaged packages.

The shipment of prizes will occur no later than February 14th 2025 11:59pm EST.

**Miscellaneous:**

Note that on the Livestream, the phrase “Winner” may be used to describe someone who has only passed the RCG, but has not yet passed Phase 3 and claimed a prize. The phrase Winner when used on the Livestream does not imply that a Participant has won the prize. The prize is only won once the Participant has passed Phase 3 of the Giveaway.

In the event that any statement is made during the Livestream which contradicts the statements made in the Rules, the Rules will take precedence as the truth.

The Sponsor is not responsible for any technical failure which may impact an eligible individual from participating. This includes, but is not limited to: a) A suspension of service to any of <https://twitch.tv/>, <https://tiltify.com/>, or Gmail, b) An internet failure preventing the Livestream from being watched, c) A transaction failure which fails to record the entry into the Giveaway through a Tiltify donation, and/or d) A failure of technical or computing equipment which prevents the Livestream from being broadcasted.

The Sponsor reserves the right to at its sole discretion: a) terminate the Giveaway in its entirety, b) Temporarily suspend the Giveaway to address some failure or impairment, and resume the Giveaway at a later time within the Giveaway Period, c) Substitute any prizes for something of equal or greater ARV if the prize becomes unavailable for any given reason, d) End the Giveaway Period early for any given reason, or e) Extend the Giveaway Period for any given reason.

For a full list of Winners, please email [letsagameforcharity@gmail.com](mailto:letsagameforcharity@gmail.com) no later than February 8th 2025 11:59pm EST. The Sponsor is responsible for providing a response no later than February 28th 2025 11:59pm EST. If the Winner has requested that their private information not be shared (see the **Privacy** section below), this information may not be sent out for said Winner unless required by law.

The Sponsor disclaims any and all warranties for any prize offered in the Giveaway, and cannot be held responsible for the loss, malfunction or damage of any prize. The Sponsor is not responsible for any expense applicable to the prize that is not explicitly included in the description of said prize.

Potential winners must agree to sign the liability release before officially being declared a winner. The liability release includes agreeing to hold harmless the Sponsor for all causes of action, liabilities, damages, suits, debts, claims, and demands of any kind whatsoever (including attorney’s fees and expenses), which may occur as a result of the

Giveaway. This includes, but is not limited to, any claims of injuries that the individual might sustain as a result of use or misuse of any prize, or for any inadvertent errors in the Rules.

#### **Disqualification:**

It is the responsibility of the Participant to ensure that they are eligible to participate in the Giveaway. Upon discovery that an individual has breached the eligibility requirements, the Sponsor reserves the right to disqualify the individual from winning or receiving a prize. If the individual was already considered a Potential Winner through Phase 2, or a Winner through Phase 3, those sections may be run again to redistribute the prize to an eligible candidate.

The Sponsor also reserves the right to disqualify the candidate, even if the candidate is eligible, if said candidate is acting in a way to undermine the Rules of the Giveaway, or annoy, abuse, threaten or harass any individual associated with the Sponsor or LAG Team. If an individual attempts to charge back a donation, the individual will be disqualified from the Giveaway, and any future Giveaways managed by the Sponsor.

#### **Invalidity:**

In the event that any statement within the Rules is determined to be unenforceable or illegal in a particular jurisdiction, the statement shall be voided in said jurisdiction, and within that jurisdiction the Rules shall be interpreted as if the illegal statement was not included in the original set of the Rules.

#### **Governing Law:**

By entering into the Giveaway, all Participants agree to attorn any issues regarding the construction, validity, interpretation, and enforceability of the Rules within the jurisdiction of the courts in Ontario, Canada, sitting in the City of Toronto, Ontario. All questions regarding the construction, validity, interpretation and enforceability of the Rules shall be interpreted according to the federal laws of Canada and provincial laws of Ontario.

#### **Privacy:**

The full name, email, and shipping address of participating individuals may be stored on the Google Drive servers, and may be shared only to the extent necessary to carry out the clauses within the Rules. The full name of the Winners may be disclosed to asking individuals, if requested via an email to [letsagameforcharity@gmail.com](mailto:letsagameforcharity@gmail.com) by February 8th 2025 11:59pm EST. If participating individuals would like to destroy their data, or in the event of a Winner, request that their private information only be disclosed only when legally required, they may send an email to [letsagameforcharity@gmail.com](mailto:letsagameforcharity@gmail.com) asking for so.

#### **Official Rules Availability:**

The official Rules will be available at the following locations from January 1st 2025 8am EST until February 8th 2025 11:59 EST:

1. <https://letsagame.com/giveaway>
2. <https://twitch.tv/phieki>
3. <https://tilt.fyi/w6q2G4M9Vd> (The Sponsor associated Tiltify donation link).

#### **Summary of Important Dates:**

The Giveaway Period:

- January 1st 2025 8am EST to January 6th 2025 6am EST

The Selection of Potential Winners through a RCG:

- Begins at January 6th 6am EST and ends January 31st 2025 11:59pm EST

The Selection of Winners through a STQ:

- Begins January 6th 6am EST and ends February 8th 2025 11:59pm EST

The Shipment of Prizes to the Winner:

- No later than February 14th 2025 11:59pm EST