

UpNext Creator Contest “OFFICIAL RULES”

VOID WHERE PROHIBITED BY LAW

The UpNext Creator Contest (the “**Contest**”) is a contest designed to identify up-and-coming content creators to win cash and prizes with at least one creator being selected to be cast in Logitech’s upcoming Creator Incubator program hosted by Josh Richards which begins filming in October 2021. The Contest is organized by Logitech Europe S.A. through its Logitech’s “Esports Services Group” (“**Logitech**”) and is sponsored by Blue Microphones (“**Blue**” and collectively, with Logitech, the “**Contest Organizers**”). The Contest is subject to all applicable federal, state/provincial, and local laws, the terms and conditions of these Contest rules (the “**Contest Rules**”). The first Contest will be open to an unlimited number of contestants who meet the eligibility requirements set forth in Section 3 (the “**Contestants**”).

The Contest Organizers reserve their right to alter, amend, or supplement these Contest Rules from time to time as they consider necessary to complement, clarify, correct errors or comply with changes in applicable law, with a goal to ensure a fair Contest for all Contestants.

1. **CONTEST OVERVIEW**

a. The Contest is a talent search competition in which Contestants compete for USD\$25,000 in cash and prizes as well as a chance to be cast in Logitech’s Creator Incubator program, hosted by Josh Richards. The contest begins as an open submission of video content with fan voting used to determine a Top 20 after one week of fan voting. After the field has been narrowed to twenty (20) contestants, additional video content will be required from each Contestant and fan voting will be used to narrow the field down to a Top 10. The Top 10 finishers will all receive the same grand prize and at least one will be selected by Josh Richards to join him in an episode of Logitech’s upcoming Creator Incubator program.

b. Key Dates are as follows:

- Call for submissions (August 25th - September 10th) (the “Submission Phase”)
- Community voting (September 11th - September 17th)
- The Top 20 vote getters announced (September 18th)
- New content due from each of the Top 20 vote (September 22nd)
- New content published and next voting round goes live (September 25th)
- Voting Ends (September 29th)

- Top 10 announced September 30th
- Creator Incubator Casting Choice announced by 10/12.

All dates are approximate and subject to change. The specific start and end times for all Stages of the Contest will be determined in the Contest Organizers' sole and absolute discretion. All decisions of the Contest Organizers related to the Contest are final, binding, and not subject to appeal or challenge.

2. HOW TO ENTER

a. During the Submission Phase, eligible individuals may enter this Contest without having to purchase anything by visiting www.blueupnext.com ("**Contest Website**") and completing the free online entry form in accordance with the instructions provided and submitting a piece of Video Content during the Submission Phase as further set forth herein. Video Content submitted online must be submitted in any of the following formats: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP, 3G2 or by providing a link to a Youtube video url. Video Content with any watermarks will be rejected. Video Content depicting anything that contains unsafe acts or is deemed to be inappropriate, indecent or obscene, as determined by Contest Organizers in their sole discretion, shall be disqualified. All required fields on the online entry form must be completed. Incomplete entries will not be accepted and will be automatically rejected. Entrants must be the registered subscriber of the email account from which the entry is made. By submitting an entry, Contestants agree that the Video Content conforms to the guidelines and content restrictions set forth herein and that the Contest Organizer, in its sole discretion, may remove the Video Content and disqualify any Contestant from this Contest if the Contest Organizer believes, in its sole discretion, that the Video Content fails to conform to such guidelines and restrictions.

b. By entering, Contestants agree to comply with and abide by the [Terms of Use](#) of the Contest Website.

c. By entering, entrants represent and warrant that Video Content that they submit:

- i. Are their own original creations; and
- ii. Do not infringe any other person's or entity's rights.

d. Entries must be submitted by the original creator. Video Content created by someone other than the Contestant but submitted by the Contestant will be disqualified. You must be the sole owner of the copyright of any Video Content submitted. By submitting any piece of Video Content you are representing and warranting that you are the creator and copyright holder of such Video Content. For clarity, it is expressly stated that this requirement shall be applicable not only to the initial Video Content submissions (August 26th - September 5th) but also to

the subsequent Video Content submissions required from the Top 20 vote getters (September 17th).

e. Contestants shall retain all of your ownership rights in any Video Content that Contestants submit as part of their entry. However, by entering, Contestants (or if a minor Contestant, their parent or legal guardian) grant a non-exclusive, worldwide, royalty-free, perpetual license to the Contest Organizers and its affiliates to use any or all of the descriptions and/or Video Content submitted, in whole or in part, and may use them for advertising, promotional and/or any other purpose in any and all media now or hereafter devised worldwide in perpetuity without additional compensation, notification or permission, unless prohibited by law. By entering this Contest, Contestants agree to have their submitted Video Content used and displayed, either singularly or in combination with others and in any size, on the Contest Organizers' website and on the websites, social media, and print materials of the Contest Organizer without any fee or other form of compensation due at any time for so long as desired by the Contest Organizer. Credits, descriptions or titles, if any, used with the Video Content are in the sole discretion of the Contest Organizer. In the event that ownership of any Video Content submitted is challenged in any manner by any person, the Contest Organizer may disqualify that Video Content and will discontinue use of the Video Content.

e. Online access and an email account are required in order to participate in this Contest. Many public libraries, retail businesses and others offer free access to computers and a number of Internet service providers and other companies offer free email accounts.

f. There is no limit to the number of entries per Contestant during the Submission Phase however Contestants are prohibited from entering under multiple email addresses. Any Contestants found submitting multiple entries with different email addresses will be removed from the Contest.

3. VIDEO CONTENT

a. Entry to the Contest consists of a video no longer than 60 seconds and must include a brief (under 15 seconds) introduction of the contestant including name, age and hometown (the "**Video Content**"). Video can be any type of content that showcases the Contestants personality and talent as a content creator. The Top 20 vote getters after the first round of voting will be required to submit a second piece of video content, no longer than 90 seconds, further details of which will be detailed directly to each of the Top 20 vote getters.

4. CONTESTANT ELIGIBILITY

In order to be eligible to compete in the Contest each Contestant must: (i) be thirteen (13) years of age or older, and (ii) be located in the United States or Canada (excluding Quebec). However, only Contestants who are eighteen (18) years of age or older will be eligible to be selected by Josh Richards for casting in

the Logitech Creator Incubator program. Contestants must be able to provide proof of eligibility. Please also note that potential winners will ultimately need to provide proof of residency and tax form information before they are officially declared the Winner.

Any Contestant who is under the age of 18 must get express permission from his or her parent or legal guardian to enter, and his or her parent or legal guardian must review and accept these Contest Rules before the Contestant enters. The form of that permission will be determined by the Contest Organizers in their sole discretion. The Contest is void outside of the United States and Canada and in those states and provinces where prohibited by law.

Officers, directors and employees of the Contest Organizers, and each of their immediate family members (spouses and siblings, parents and children and their spouses) and household members, whether or not related, are not eligible to participate in the Contest.

5. **ADDITIONAL REQUIREMENTS**

The Top 10 Contestants will have to consent to the performance of background checks in order to be eligible to be chosen by Josh Richards.

The Contestant chosen by Josh Richards for casting in the Logitech Creator Incubator program will have successfully undergone the aforementioned background check and will have to sign a participation and release form with Logitech as a precondition to participating in the Creator Incubator program.

6. **DATA PROTECTION**

Your registration information will be collected and used in accordance with the [privacy policy](#) posted on the Contest Website and, notwithstanding anything to the contrary stated therein, such information will be shared with the Contest Organizers and used by the Contest Organizers in accordance with the [privacy policy, the terms of use](#) posted on the Contest Website and these Contest Rules (the “**Contest Policies**”). Please review the Contest Policies carefully before participating in the Contest. In the event of a conflict or inconsistency between the terms of these Contest Rules and the terms of the Contest Policies, the terms of these Contest Rules shall prevail, govern and control. The Contest Organizers may engage third party application providers and other vendors to administer certain aspects of the Contest, including without limitation, the online collection of Contestant information and Video Content submission. Such third parties will provide your personally identifiable information to the Contest Organizers and use your information for their own independent purposes in accordance with their own independent privacy practices. The ContestOrganizers are not responsible for the storage or any use of your entry information by such third parties.

6. REPRESENTATIONS AND WARRANTIES

Each Contestant (for the remainder of these Contest Rules, collectively “You” or “your”) represents and warrants:

a. **You will not engage in any unsportsmanlike, discriminatory or offensive conduct during the Contest. If the Contest Organizers or any designated administrator needs to resolve any issue relating to your conduct, then any decision made will be final and not appealable except in the Contest Organizers’ sole discretion. Any offensive remark may, as determined in the Contest Organizers’ sole and absolute discretion, result in disqualification.**

b. You or your Video Content will not violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity.

c. You must not act in any way that, in the Contest Organizers’ sole and absolute discretion, is defamatory, threatening, indecent, obscene or offensive, pornographic, lewd, sexually explicit, inappropriate, objectionable, unlawful, in violation of or contrary to any applicable laws or regulations

d. You must not disparage or cast a negative light on any person, entity, or brand, product, or service.

e. You will abide by all laws, regulations, ordinances, and rules, and you will not harm, attempt to harm, or threaten to harm any person (including yourself) or property in relation to or during your participation in the Contest.

f. You have read, understand, and agree to these Contest Rules.

You may be disqualified from the Contest at any time in Contest Organizers’ sole discretion for violation of any of the foregoing terms or any part of these Contest Rules.

7. LICENSES/RELEASES/RIGHT OF PUBLICITY

By participating in the Contest, each Contestant (or if a minor Contestant, their parent or legal guardian) hereby irrevocably grants to the Contest Organizers, their affiliates and each of their respective licensees, successors and assigns,

irrevocable permission to use the Contestant's name, logo, avatar, gamertag or equivalent, voice, statements, likeness and other personal characteristics, information and so-called publicity rights as they appear in the Video Content (collectively, the "**Appearance**") and the right, but not the obligation, to distribute, exploit or otherwise use such Appearance, in whole or in part, in any and all media, now known or hereafter devised, throughout the universe in perpetuity, for any purpose, including but not limited to, to advertise, market and promote the Contest, the Contest Organizers and future Contests.

8. **PRIZES**

a. The Contest Organizer shall provide several cash prizes to winners over the course of the Contest (each a "**Cash Prize**") and the Contest Organizer will also provide several product prizes or digital codes redeemable on the Logitech Sites (each a "**Product Prize**").

b. All Contestants who submit a valid entry will receive a digital 15% discount code redeemable for the StreamCam on www.logitech.com and all Blue products on www.bluemic.com

c. The Top 20 Finalist contestants will each receive, subject to inventory availability, a Logitech creator product package consisting of a Yeticaster (\$199 MSRP), a StreamCam (\$169 MSRP), a PRO X Wireless Headset (\$199 MSRP), and a Green Screen (\$159 MSRP). To the extent a specific product is not in stock, the Contest Organizer may choose at its own discretion to substitute a Logitech Digital Code for an equivalent value.

d. The Top 10 contestants will also receive USD\$1,000.

3. Logitech Digital Code terms. The Logitech Digital Codes are one-time-use and will be valid through three months from date of issuance on www.bluemic.com and on www.logitech.com for the StreamCam only. In order to redeem the code simply enter the unique code during checkout into the PromoCode box. Please note that:

- i. Each code can only be used once and any funds not used during that one-time use will be forfeited.
- ii. Products from any of the Logitech Sites can be added to a cart and will carry over from site to site, provided the sites are each in the same country (i.e. the Canadian and US sites do not share a shopping cart).
- iii. Each code is only valid for orders placed on the US or Canadian sites and shipped to the US or Canada.

- iv. Not all products are sold on both the US and Canadian websites. This is determined by product availability. If a product is available on the US site it may not be available on the Canadian site and vice versa. Unfortunately we do not ship from the US to Canada nor from Canada to the US.
- v. All Logitech products are subject to inventory availability and a return to stock status is never guaranteed for any Logitech product that is listed as out of stock.

8. PRIZE TERMS

Each Contestant that has been declared the winner of a prize in the Contest will not be an official winner (each such individual, a **“Winner”**) unless and until they execute (or, if the potential winner is a minor, their parent or legal guardian executes) an Affidavit (or, if a resident of Canada, a Declaration) of Eligibility, a Liability Release, and where imposing such condition is legal, a Publicity Release and any required payment information and tax forms (**“Winner Forms”**) in order to receive payment. If a Contestant (or a minor Contestant’s parent or legal guardian) fails or refuses to sign and return all the Winner Forms within the time period specified by Logitech, the Contestant may be disqualified. In the event a Contestant is disqualified, Logitech reserves the right, but not the obligation, to award the affected prize to another Contestant. Within thirty (30) days of receiving an executed copy of the Winner Forms, Logitech will deliver to Winner the applicable prize(s). Failure to take delivery of any prize may result in forfeiture, and such prize awarded to an alternate Winner. Prizes may not be transferred or assigned until after a Winner has complied with all his or her obligations under these Contest Rules. No substitutions may be made for prize(s), except by the Contest Organizers, who reserve the right to substitute a prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Contest Organizers in their sole discretion. Non-cash prizes cannot be redeemed for cash. Each Winner will be responsible for all taxes (including but not limited to federal, state, local and/or income) on any prize won and on the value of any items or value transferred to the Contestant by the Contest Organizers, and will be required to provide his/her Social Security number, IRS Form W -8 BEN, IRS Form W-9, or equivalent information for tax reporting purposes (at a time to be determined in the Contest Organizers’ sole discretion, and which may be prior to participation in a particular round or prior to receipt of any prize by Contestant). The Contest Organizers will file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the Contestant by the Contest Organizers in accordance with IRS requirements, and the Contest Organizers may also share such documentation with a government agency as required by law. Refusal or failure of a Winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W- 8 BEN, IRS Form W-9, or equivalent information), as determined by the Contest

Organizers in their sole discretion, will result in the Winner forfeiting the prize(s) and an alternate Winner being selected in accordance with these Contest Rules. The Contest Organizers will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize. Winners who do not claim the prize, or satisfy the information or documentation requirements within six (6) months of the close of the Contest or such earlier time as designated by the Contest Organizers, are void, and the Contest Organizers shall have no further liability or responsibility to such Contestant(s) in connection with the prizes. Any prizes pictured in advertising, promotional and/or other Contest materials are for illustrative purposes only. The actual prize may vary. In the event there is a discrepancy or inconsistency between the description of a prize contained in any such materials and the description of a prize contained in these Contest Rules, these Contest Rules shall prevail, govern and control. All details and other restrictions of any prize not specified in these Contest Rules will be determined by the Contest Organizers in their sole discretion.

WINNER NOTIFICATION/RELEASES. The Contest Organizers make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize (including, without limitation, the Grand Prize) furnished in connection with the Contest.

9. **CODE OF CONDUCT**

Personal Behavior and Conduct

- i. In order to participate in the Contest all registered Contestants must adhere to the Code of Conduct Policy outlined in this Section and exhibit the general principles of competitive & personal integrity, honesty, and good sportsmanship.
- ii. Contestants are required and expected to conduct themselves in a manner of professionalism and respectful behavior when interacting with other competitors and event administrators.
- iii. Contestants may not behave in a manner (a) which violates these Contest Rules, (b) which is disruptive, unsafe or destructive, or (c) which is otherwise harmful to the enjoyment of the Contest by other users. In particular, Contestants may not engage in harassing or disrespectful conduct, use of abusive or offensive language, spamming, scamming, or any unlawful activity.
- iv. Any violation of rules outlined in the Code of Conduct section will be grounds for complete disqualification from the Contest, even if the violation was not committed intentionally, at the sole discretion of the Contest Organizer.

- v. The Code of Conduct rules can be changed at any time for any reason at the discretion of the Contest Organizer.

10. IMPORTANT, PLEASE READ – GENERAL RELEASE AND LIMITATION OF LIABILITY

Each Contestant (or if a minor Contestant, their parent or guardian) knowingly consents to participate in any or all Contest activities under his or her own free will and without duress or undue influence of any third party.

BY ENTERING AND/OR OTHERWISE PARTICIPATING IN THE CONTEST AND/OR CONTEST, EACH CONTESTANT (OR IF A MINOR CONTESTANT, THEIR PARENT OR GUARDIAN), ON BEHALF OF HIMSELF OR HERSELF AND HIS OR HER HEIRS, HEREBY RELEASES, DISCHARGES AND HOLDS THE CONTEST ORGANIZERS HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL AND POTENTIAL, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, LOSSES, INJURIES, LIABILITIES AND DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION MENTAL AND/OR PHYSICAL INJURIES OR DEATH AND DAMAGES TO OR LOSS OF PERSONAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO PARTICIPATING IN THE CONTEST, ATTENDING OR PARTICIPATING IN ANY CONTEST-RELATED EVENT OR ACTIVITY AND/OR THE USE OR MISUSE OF ANY PRIZE.

The Contest Organizers are not responsible for any incorrect or inaccurate information or other materials, on, associated with or utilized as part of the Contest Website, and the Contest Organizers assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Contest Website. Although the Contest Organizers attempt to ensure the integrity of the Contest, the Contest Organizers are not responsible for the actions of Contestants in connection with the Contest, including a Contestant's attempt to circumvent the Contest Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Without in any way limiting the generality of the foregoing, each Contestant (or if a minor Contestant, their parent or guardian) agrees that the Contest Organizers shall not be responsible or liable for, and are hereby released from, any and all claims, costs, injuries, losses or damages of any kind, relating to any of the following:

- i.) incomplete, lost, late, misdirected or illegible registrations/submissions or the failure to receive registrations due to any cause, including without limitation human or technical problems, failures, or malfunctions of any kind, whether originating with Contestant, the Contest Organizers, or otherwise, that may prevent or limit a Contestant's ability to participate in the Contest or send or receive messages requiring action or response by such Contestant;

11. INDEMNIFICATION

Each Contestant (or if a minor Contestant, their parent or guardian) hereby agrees to indemnify and hold the Contest Organizers harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all third party damages, liabilities, costs and expenses, including reasonable outside legal fees and costs (collectively, “**Third Party Claims**”) relating to or arising out of: (i) any breach of any of the warranties, representations, covenants, obligations or agreements of the Contestant under these Contest Rules; (ii) Contestant’s violation of applicable law, rule, regulation as well as any policies and/or terms related to the Contest and/or the Contest; and (iii) Contestant’s negligence and/or willful misconduct .

12. OTHER TERMS

By participating in the Contest, you (or if a minor Contestant, your parent or guardian) agree to be bound by the decisions of the Contest Organizers. You must conduct yourself in a reasonable manner, maintaining a friendly and polite demeanor to competitors, Contest officials, and to other Contestants. You may be disqualified, in the Contest Organizers’ sole and absolute discretion, if you violate any rule, gain unfair advantage in participating in the Contest, or otherwise win by using fraudulent or unfair means. Unsportsmanlike, disruptive, harassing or threatening behavior is prohibited. The Contest Organizers will interpret these Contest Rules and resolve any disputes, conflicting claims or ambiguities concerning the Contest Rules or the Contest and its decisions in this regard will be final and not subject to appeal. The Contest Organizers reserve the right to cancel or modify the Contest for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Contest as determined by the Contest Organizers, in their sole discretion. The Contest Organizers reserve the right, in their sole discretion, to disqualify anyone found (a) to be tampering with the registration or entry process or the operation of the Contest, the Contest Website, or any platform used by the Contest; (b) to be acting in violation of these Contest Rules; (c) to be hacking, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (d) to have provided any false or misleading information as part of the registration process or during the Contest including, without limitation, any false names, addresses or email addresses. All decisions regarding eligibility and/or compliance with these Contest Rules will be made by the Contest Organizers and are final. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS CONTEST AND/OR THE CONTEST MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. THE CONTEST ORGANIZERS RESERVE THE RIGHT TO DISQUALIFY AND/OR SEEK

DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.

13. **FORCE MAJEURE**

The Contest Organizers reserve the right to modify, suspend, extend or terminate the Contest or any part thereof if they determine, in their sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures, malfunctions or other causes have destroyed, corrupted or undermined the administration, security, fairness, integrity, proper play or feasibility of the Contest or any portion thereof as contemplated herein. In the event Contest Organizers are prevented from continuing with the Contest by any event beyond its control, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, epidemic, pandemic, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within the Contest Organizers' control (each a "**Force Majeure Event**"), the Contest Organizers shall have the right to modify, suspend, extend or terminate the Contest and post notice on the Contest Website of any such modification, suspension, extension or termination.

14. **DISPUTES**

These Contest Rules are governed by the state and federal laws that apply to the State of California, United States of America. The Contestants and the Contest Organizers expressly submit to the exclusive jurisdiction of the state courts of Santa Clara County, California and the federal district courts of Northern California to resolve any legal suit, action or proceeding arising out or relating to these Contest Rules, the operation of the Contest or otherwise. You, as a Contestant, (or if a minor Contestant, your parent or guardian) hereby consent to the exclusive jurisdiction of and venue of such courts, will accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to you. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

15. **GENERAL**

These Contest Rules and the other agreements referenced herein constitute the full and complete agreement and understanding between each Contestant and the Contest Organizers in connection with the Contest and replace and supersede all prior negotiations, agreements or understandings that may have been entered into between such Contestant and such Contest Organizer with respect to the subject matter hereof. These Contest Rules cannot be modified or amended in any way except by the Contest Organizers in writing. The Contest

Organizers may modify these Contest Rules at any time in order to improve them, clarify or correct them. The waiver of any term, condition, or breach of these Contest Rules shall not be deemed to be a waiver of that breach or any other term or condition in the future. The invalidity or unenforceability of any provision in these Contest Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Contest Rules solely for convenience and ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Contest Rules or any provision hereof.