

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE
YOUR CHANCES OF WINNING

Sponsor: Nerd Street Gamers, Inc. is the sponsor (“NSG,” “we,” “our,” “us”) of the Sweepstakes. NSG’s address 401 N Broad Street, Philadelphia, PA 19108.

By entering and participating (each entry hereafter as “Entry” or “Entries”) in the Nerd Street Gamers Grand Opening Raffle Sweepstakes (“Sweepstakes”), you agree to comply with these Official Rules. Any noncompliance with the Official Rules will result in your Entry being deemed ineligible. PLEASE READ THESE RULES.

This Sweepstakes is void outside the territory specified below and where prohibited by law.

Sweepstakes Entry Time. The Sweepstakes will begin when doors to Localhost, located on 401 N Broad Street, Philadelphia, PA (“The Block”) open to the general public on November 13, 2021 and end on 5:00 PM EST on November 13, 2021 (“Entry Period”). NSG’s clock shall be the official timekeeper.

Eligible Participants. The Sweepstakes are open only to legal residents of the fifty (50) United States and Washington, D.C. (“Territory”) who are eighteen (18) years of age or older (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at the time of entry. Employees, officers, and directors of NSG and their respective household members and immediate family members are not eligible to participate in this Sweepstakes. "Household members" shall mean people who share the same residence at least three months a year. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses. Entries from ineligible individuals will be rejected by NSG.

NSG Decisions. NSG’s decisions regarding these Official Rules shall be final and binding. NSG reserves the right in its sole discretion to disqualify any individual who: (1) does not comply with these Official Rules; (2) tampers with the entry process, the operation of the Sweepstakes, or the operation of any websites or systems used to administer the Sweepstakes; or (3) who otherwise acts to or attempts to act to disrupt the Sweepstakes or undermine the Sweepstakes’ legitimacy in any way. If the Sweepstakes operation or administration is impaired or thwarted in any way for any reason, including, but not limited to, fraud or technical problems, NSG may in its sole discretion: (1) terminate the Sweepstakes; (2) suspend and/or reschedule the Sweepstakes; or (3) modify these Official Rules in order to accommodate the impairment or disruption.

How to Enter. Participants who are 18 years of age or older (or a parent/guardian if a participant is under 18 years of age) will be deemed entered into the Sweepstakes by (1) registering for a NSG account, and (2) being present at The Block during the Entry Period.

Please be advised when you register for a NSG account, you will be prompted to (i) provide your name, email address, date of birth, phone number, and (ii) create a username and password.

****You may only sign up a maximum of one (1) time during the Sweepstakes. You will receive one (1) Entry per sign-up.**

You should only submit Entries from one account. Do not create multiple accounts or use automated methods to enter multiple times, as such Entries will be disqualified.

PRIZE.

1. One (1) Year Localhost Membership
 - a. Average Retail Value (“ARV”): \$240 (as of November 2021)
2. One(1) 1660 super PC
 - a. ARV-\$999
3. One(1) Playstation 5
 - a. ARV- \$500
4. One(1) Nintendo Switch
 - a. ARV-\$300
5. One (1) BenQ Monitor
 - a. ARV- \$200
6. One (1) Mavix M9 chair
 - a. ARV-\$900
7. Two(2) NSG Hats
 - a. ARV-\$15
8. Two(2) NSG Tshirts
 - a. ARV- \$20
9. Two(2) NSG Hoodies
 - a. ARV-\$40

All Prize details are at NSG’s sole discretion and are subject to change.

Winner Selection and Odds of Winning

Winners shall be selected at random for each of the above prizes. No participant shall win more than one prize.

Potential winners will be chosen via random drawing by NSG from a pool of all eligible Entries received during the Entry Period. The random drawing will be held on or about November 14, 2021.

The number of eligible Entries received by NSG determines the odds of winning.

If due to a printing, production, or other error, more prizes are claimed than are intended to be awarded for any prize level, the intended prizes will be awarded in a random drawing from among all verified and validated prize claims received for that prize level. In no event will more than the stated number of prizes be awarded.

Winner Conditions. NSG will notify potential winners via email on or around November 15, 2021. Potential winners will be required to execute an Affidavit of Eligibility and Publicity Release Form (except where prohibited) and, if applicable, W-9/tax paperwork (collectively, “Winner Form”) before receiving any Prizes (collectively, the “Prize”). If a potential winner fails to respond, or fails to execute the Winner Form or refuses to do so within three (3) days of receiving notification from NSG, NSG may, in its sole discretion and time permitting, disqualify the potential winner and select a replacement. The Prize is not transferable or assignable. Prize cannot be redeemed for cash. No substitutions of Prize will be allowed, except that NSG reserves the right to substitute a prize of comparable value in NSG’s sole discretion. Winners shall be solely responsible for all taxes associated with the Prize. NSG shall not reimburse winner for any costs or expenses associated with participating in the Sweepstakes or accepting the Prize, except as expressly stated in these Official Rules.

Winner Publicity Release. By accepting the Prize, you grant permission to NSG, and to their respective affiliates, licensees, successors and assignees (“NSG Parties”) to use your Entry, name, likeness, picture, voice, image, and other personal characteristics, and Prize information for advertising and marketing materials, news, publicity, information, trade, public relations, and promotional purposes, worldwide, in perpetuity, and in all forms of media now known or later invented without further compensation, and you waive all rights to notice or approval of such uses.

Participant Indemnity and Release. By participating in the Sweepstakes, you agree to defend, indemnify, and hold the NSG Parties harmless from and against all claims related to: (1) your participation in the Sweepstakes; and (3) your acceptance of and use of the Prize. You also agree that the NSG Parties are not responsible for any losses, damages, or injuries resulting from your participation in the Sweepstakes or from your acceptance and use of the Prize.

DISCLAIMER. ALL PRIZES ARE PRESENTED “AS-IS.” NSG EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, GUARANTEES, AND REPRESENTATIONS WITH RESPECT TO THE PRIZE, INCLUDING, WITHOUT

LIMITATION, THE PRIZE'S QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

Errors. NSG is not liable for typographical or other errors in these Official Rules, the processing of Entries, in winner selection, notification, and announcements, or in any other material related to the Sweepstakes. NSG is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, network failure, theft, destruction, or unauthorized access to any systems associated with the Sweepstakes.

Lost, Late, or Incomplete Entries. NSG is not responsible for late, lost, incomplete, inaccurate, delayed, stolen, garbled, or misdirected entries, messages, emails, or mail, including, without limitation, Entries that are lost or incomplete due to computer or electronic malfunction or due to issues with internet connectivity.

Participant Information. When you enter the Sweepstakes, you may be required to provide certain types of personal information, such as your name and email address. Your personal information may be shared with third parties as necessary to administer the Sweepstakes; in addition, it may be used for other purposes as further described in our Privacy Policy (available on <https://nerdstreet.com/privacy>). By entering the Sweepstakes, you consent to such sharing of your personal information. Your personal information may also be used to contact you in connection with the Sweepstakes by email. By entering the Sweepstakes, you consent to receive such communications.

No Waiver. Failure by NSG to enforce any part of these Official Rules shall not constitute waiver of that part.

Arbitration and Governing Law. This Sweepstakes shall be governed by and interpreted under the laws of laws of the Commonwealth of Pennsylvania, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. You hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Sweepstakes shall be resolved solely by binding arbitration. Arbitration shall be administered exclusively by JAMS in Philadelphia County, Pennsylvania and shall be conducted consistent with the rules, regulations, and requirements thereof as well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the Parties. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, THE SWEEPSTAKES ENTRANTS WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT THE SWEEPSTAKES ENTRANT WOULD HAVE IF THE SWEEPSTAKE ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. THE SWEEPSTAKE ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE SWEEPSTAKES ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. The arbitrator's authority to resolve Claims is limited only to Claims between NSG, on the one hand, and the Sweepstakes Entrant, on the other hand, and the arbitrator's authority to make awards is limited only to awards to NSG, on the one hand, and the Sweepstakes Entrant, on the other hand. Furthermore, claims brought by either party against the other hereunder may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Winner List. For a list of winners, please email marketing@nerdstgamers.com within one (1) year from the end of the Entry Period.