

**THE CHEDDAR STOCKSTREAM CHALLENGE OFFICIAL RULES**  
**NO PURCHASE NECESSARY TO ENTER OR WIN.**  
**VOID WHERE PROHIBITED BY LAW.**

**DESCRIPTION:** The Cheddar StockStream Challenge is a stock trading skill Game (the “Game”) and a Sweepstakes (collectively, the “Challenge”) in which Entrants (the “Entrants”) compete for Weekly Challenge and Sweepstakes prizes (as noted below in Section 8), by participating in the buying or selling (funded solely by the Sponsor) of publicly traded stocks in a shared stock portfolio. The top five (5) eligible Entrants who have met the stated game-play criteria and have the greatest influence (as further defined below in Section 5) on the overall stock portfolio at the end of each Weekly Challenge (the “Weekly Challenge”) (as per the schedule noted below in Section 1) will be deemed Weekly Challenge winners, subject to verification. Furthermore, and at the end of each Weekly Challenge, the top five (5) eligible Entrants referenced above will also earn Sweepstakes entries (as per the chart below in Section 6) for inclusion in a Sweepstakes random drawing (the “Sweepstakes”) at the end of the Challenge Period.

**1) CHALLENGE DATES:** The Cheddar StockStream Challenge starts on January 17, 2018 at 9:00:00 AM Eastern Time (“ET”) and ends on February 27, 2018 at 6:00:00 PM ET (the “Challenge Period”). During the Challenge Period there are a series of events (each a “Challenge Event” or collectively, “Challenge Events”) which start and end on or about the dates and times noted below:

EVENT	START DATE	END DATE	WINNER ANNOUNCEMENT
Weekly Challenge I	January 17	January 23	January 24
Weekly Challenge II	January 24	January 30	January 31
Weekly Challenge III	January 31	February 6	February 7
Weekly Challenge IV	February 7	February 13	February 14
Weekly Challenge V	February 14	February 20	February 21
Weekly Challenge VI	February 21	February 27	February 28
Sweepstakes	January 17	February 27	March 7

Note: All dates/times are 2018/Eastern Time. Challenge Events start at 9:00:00 AM ET and end at 6:00:00 PM ET The Sponsor’s clock is the official timekeeper of this Challenge.

**2) ELIGIBILITY:** The Game is open to only legal residents of the 50 United States, the District of Columbia and Canada (excluding the province of Quebec) who are 13 years of age or older at time of entry and have an active account on Twitch (<https://www.twitch.tv/>). Employees of Cheddar Inc. (the “Sponsor”), its respective successors, affiliates, officers, directors, shareholders, subsidiaries, parent companies, representatives, agents, and other advertising and promotion agencies of Cheddar Inc. including Marden-Kane, Inc. (the “Administrator”), (collectively, the “Challenge Entities”), and their immediate families (spouse, and parents, children and siblings, and their respective spouses regardless of where they live) and individuals living in the same households, whether related or not, of the above, are not eligible. Void where prohibited or restricted by law. The Challenge is subject to all applicable federal, state, and local laws and regulations.

**3) HOW TO ENTER: No purchase necessary.** To enter the Challenge, you'll first need to become a registered user of <https://www.twitch.tv/> ("Twitch"). If you do not have an account, visit <https://www.twitch.tv/> to create one. There is no fee or charge to become a registered user. By submitting your information and creating an account, you agree to Twitch's terms of service and privacy notice. If you do not agree to such terms of service and privacy notice, you cannot create a Twitch account, or participate in this Challenge. Once you've established your Twitch account, visit <https://stockstream.live/> (the "Challenge Website" or "Game Website") to complete and submit a one-time registration including acceptance and acknowledgement of these Official Rules. After completing these steps, the Entrant will be formally entered into the Challenge. Any attempt by a person to use multiple Twitch accounts to register more than once in the Challenge or changes his/her Twitch username at any time during the Challenge Period will result in immediate disqualification. Your Twitch account must be in good standing if named as a Prize Winner. By participating in the Challenge, you agree to receive Challenge-related communications from the Sponsor throughout the Challenge Period. You also agree to receive future marketing communications from the Sponsor. You can opt-out of these future marketing communications at any time by following the directions provided within each email communication.

By participating in the Challenge, you irrevocably grant to Sponsor, its affiliates, agents and licensees, the royalty-free right and permission to unconditionally and perpetually reproduce, copy, edit, store, transmit, publish, display, adapt and/or otherwise use or reuse your name, username, picture, statements, background and biographical material, testimonials or other likeness, prize information, as well as any other information or materials arising out of your participation in the Challenge for advertising, promotional, commercial, publicity and/or any other purposes (without limitation), in any and all media now or hereafter known, in any language, throughout the world, in perpetuity and in any manner without further review, notice, approval, consideration or compensation of Entrant. Unless prohibited by law, you waive any rights of privacy, rights of publicity, intellectual property rights, and other rights that may preclude Sponsor from using or disclosing all or any part of your Vote in any manner and for any purpose. By participating, you further release Sponsor from any future claims arising out of any use or disclosure of your participation consistent with these Official Rules. By participating, you acknowledge and agree that you will not now or in the future be paid or compensated in any way for your participation or for granting the Sponsor any of the rights set out in these Official Rules, whether you are chosen as a Winner or not. You further agree that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

**4) HOW TO PLAY:** Throughout each Weekly Challenge, Entrants can participate in trading opportunities (each a "Round") which typically occur every minute (or as determined by the Sponsor) during said Weekly Challenge, in which recommendations can be made (by the Entrant) to buy or sell share(s) of stock. Each recommendation is referred to as a Vote (the "Vote"). Within each Round, one share of stock is bought or sold. During each Round, every Entrant can Vote only once, but the Entrant can change their Vote anytime by Voting again. Entrants must submit their Vote in the StockStream chat room as per instructions on the Game Website. At the end of each Round, the Game Website will count the Votes and execute the stock trade which has received the highest number of Votes (or will choose randomly in the case of a tie). This activity is also referred to as the influence on the purchase or sale of a stock.

**During Each Weekly Challenge, Entrants must successfully influence the purchase AND sale of at least 5 (five) stocks where the price of the stock was at least \$5.00 in order to be deemed eligible for a Weekly Challenge prize.**

For more information, please visit the StockStream tutorial at <https://stockstream.live/info/help>.

**5) SCORE, LEADER BOARD AND FINALIST DETERMINATION:** During each respective Weekly Challenge, Entrants are scored based upon on the *Return on Investment*, as defined by the Sponsor, when a respective stock is sold. Furthermore, the Entrants share on the gain or the loss from the transaction (often referred to as the liability) is based upon how many Entrants voted along with them in a specific Round. For example, if two Entrants Vote to buy the same stock, they are both 50% liable for either the profit or loss when that stock is sold. When Entrants Vote to sell a stock, the Game Website will determine which Entrants stock positions are to be closed. The Game Website will close the position of the selling group that had the highest percentage influence on or will revert to first-in-first out in the case of a tie.

An Entrant's total score is the percent differential between the total amount spent and the total amount sold. Note that the amount spent and sold by an Entrant is determined by the price of the stock multiplied by the percentage influence that the Entrant had during a voting round.

The Challenge Leader Board will feature those Weekly Challenge Entrants with the highest total scores during the respective Weekly Challenge (note: trades that qualify for each respective Weekly Challenge will be highlighted on each Entrants profile page). This information will be updated on a regular basis as solely determined by the Sponsor. Entrants featured on the Leader Board who have influenced at least five (5) stocks priced \$5.00 or more will have a green border around their username and will be herein referred to as a Weekly Challenge Finalist (the "Finalist").

The top five (5) Finalists with the greatest total scores at the close of each Weekly Challenge will be deemed Weekly Challenge Prize Winners, subject to verification as noted below. The Finalist with the greatest total score will deemed the Grand Prize Winner of that Weekly Challenge. The Finalist with the second greatest score will be deemed the First Prize Winner of that Weekly Challenge, etc. In the event of a tie between any of the top five (5) Finalists at the close of a Weekly Challenge, the respective prize will be split proportionally amongst all tied eligible Finalists. All decisions of the Sponsor are final.

**6) SWEEPSTAKES:** At the end of each Weekly Challenge, the top five (5) Finalists with the highest total scores will also earn Sweepstakes entries for inclusion in a random drawing (as detailed below in Section 7) as per the Sweepstakes Entry Chart (the "Chart") below:

RANK	ENTRIES EARNED
First Place	One Hundred (100)
Second Place	Eighty (80)
Third Place	Sixty (60)
Fourth Place	Forty (40)
Fifth Place	Twenty (20)

In the case of a tie, each tied Finalist will receive the corresponding number of entries for that respective tied rank. For example, if 3 Finalists tie for First Place, they each will receive One Hundred (100) entries with the next highest ranked Finalist receiving Ninety, etc.

**7) SWEEPSTAKES DRAWING:** On or about March 1, 2018, one (1) potential Sweepstakes Grand Prize winner, (1) potential Sweepstakes First Prize winner and (1) potential Sweepstakes Second Prize winner (each a “**Potential Winner**” or collectively, the “**Potential Winners**”) will be selected in a random drawing conducted by the Administrator amongst all eligible entries received during the Challenge Period. Odds of winning a Sweepstakes prize depend on the total number of eligible entries received.

**8) PRIZES:**

Weekly Challenge: Six (6) Weekly Challenge Grand Prizes: \$100. Retail Value (“RV”): \$100 each. Total RV of \$600. Six (6) Weekly Challenge First Prizes: \$50. RV: \$50 each. Total RV of \$300. Six (6) Weekly Challenge Second Prizes: \$25. RV: \$25 each. Total RV of \$150. Six (6) Weekly Challenge Third Prizes: \$25. RV: \$25 each. Total RV of \$150. Six (6) Weekly Challenge Fourth Prizes: \$25. RV: \$25 each. Total RV of \$150. Total RV of all Weekly Challenge Prizes: \$1,350.

Sweepstakes: One (1) Sweepstakes Grand Prize: \$2,000. RV: \$2,000. Total RV: \$2,000. One (1) Sweepstakes First Prize: \$1,000. RV: \$1,000. Total RV: \$1,000. One (1) Sweepstakes Second Prize: \$500. RV: \$500. Total RV: \$500. Total RV of all Sweepstakes Prizes: \$3,500.

Total RV of Weekly Challenge and Sweepstakes prizes to be awarded: \$4,850. All prizes to be awarded in the form of a prize check (or via an electronic transfer service, such as PayPal, as solely determined by the Sponsor) issued in US dollars. Prize will only be awarded upon winner verification and final approval of Sponsor and its designees. No prize substitution, transfer or assignment of prize permitted, except by Sponsor in its sole discretion, or as otherwise provided herein.

**9) WINNER NOTIFICATION AND CLEARANCE:** Each Potential Prize Winner will be contacted by the Administrator on or about two (2) business days after the close of each Challenge Event and the Sweepstakes drawing via mail, phone, and/or email and may be required to complete, sign, and return the following documents (collectively, the “**Documents**”) [1] an Affidavit of Eligibility and Liability Release, and; where legal a Publicity Release and [2] and for US Potential Winners, IRS Form W-9 which requires the Potential Winner’s social security number that will be used only for the purpose of reporting the winner’s prize earnings to the Internal Revenue Service (required by the Internal Revenue Service for all prizes awarded over \$600). If a Potential Winner is a resident of Canada they may also be required to correctly answer a mathematical skill question administered online/by mail/via telephone, at the Administrator’s sole discretion, prior to the awarding of their prize. Complete Documents must be returned to the Administrator by the date stated in the notification email/letter or the Prize will be forfeited and awarded to the Entrant with the next greatest influence. If a Potential Winner is a minor in his/her state/province of residence, the prize will be awarded in the name of the parent or legal guardian. If a Potential Winner (i) cannot be contacted after a reasonable attempt has been made by the Administrator (as determined in Sponsor’s sole discretion); or (ii) fails to timely return the completed Documents within the time specified; or (iii) refuses the prize; or (iv) the prize or prize notification is rejected or returned as undeliverable, then such Potential Winner will be disqualified and forfeits all rights to be deemed a winner and the Entrant with the next greatest influence will be notified. Upon prize forfeiture, no compensation will be given. Should a Winner decide to decline the Prize for any reason whatsoever, Sponsor shall have no further obligation to that Winner, and the Entrant with the next greatest influence will be deemed a Potential Winner and notified accordingly. Acceptance of the Prize constitutes permission for the Sponsor and its designees to use the Winner’s name, biographical information, and likeness, (including, without limitation, for advertising and promotional purposes) in perpetuity, throughout the

universe, in all media whether now known or hereafter devised, without additional compensation unless prohibited by law.

**10) WAIVER, RELEASE AND LIMITATION OF LIABILITY:** Entrants waive and release Challenge Entities, its employees, contractors, officers and directors of Sponsor and respective parent companies, affiliates, subsidiaries, advertising, promotional, fulfillment and marketing agencies from any and all claims that Entrants may now or hereafter have in any jurisdiction based on “moral rights” or “droit moral,” rights of attribution or unfair competition with respect to Sponsor’s exploitation of participation without further notification or compensation to Entrants of any kind, and agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor its employees, contractors, officers and directors of Sponsor and respective parent companies, affiliates, subsidiaries, advertising, promotional, fulfillment and marketing agencies, or any other person in connection with this Challenge, on the grounds that any use of any Entry, or any derivative works, infringe, or violate any of Entrants rights therein.

The Sponsor reserves the right, in its sole discretion, to disqualify any individual found tampering with the registration process or Voting or otherwise interfering with the proper administration of the Challenge or violating these Official Rules.

EACH ENTRANT ACCEPTS THE CONDITIONS, STATED IN THESE OFFICIAL RULES, AGREES TO BE BOUND BY ANY AND ALL DECISIONS OF THE SPONSOR, WARRANTS THAT HE OR SHE IS ELIGIBLE TO PARTICIPATE IN THIS CHALLENGE, AND AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS CHALLENGE ENTITIES AND EACH OF THEIR PARENT COMPANIES, DIVISIONS, SUBSIDIARIES, AFFILIATES, ADVERTISING, PROMOTION, AND PUBLIC RELATIONS AGENCIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENCIES OF EACH FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND, (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES) ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE USE, ACCEPTANCE, MISUSE, OR DONATION OF THE WINNER PRIZE OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELLING TO OR FROM ANY CHALLENGE-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM THE RESPECTIVE ENTRANTS’ BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE CHALLENGE, INCLUDING THESE OFFICIAL RULES. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE CHALLENGE ENTITIES AND EACH OF THEIR LICENSEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Challenge Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant’s decision to participate in the Challenge does not place the Challenge Entities in a position that is any different from the position held by members of the general public with regard to elements of participation, other than as set forth in these Official Rules.

**11) TECHNICAL ISSUES/EARLY TERMINATION:** Challenge Entities are not responsible for: (a) electronic transmissions or Votes of any kind that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, Votes; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to Entrants’ or any person’s computer and/or its contents, or causes beyond the Sponsor’s

reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Challenge; (d) any Votes submitted in a manner that is not expressly allowed under these Official Rules; (e) incorrect or inaccurate Vote-related information whether caused by Entrant or by any of the equipment or programming associated with or utilized in the Challenge; (f) any typographical or other error in the printing or advertising of this offer, administration or execution of the Challenge, or in the announcement of prize winners; or (g) cheating or fraud by any Entrant. If for any reason this Challenge cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Challenge, or if this Challenge is compromised or becomes technically corrupted in any way, electronically or otherwise, or if fire, flood, explosion, war, embargo, government requirement, fraudulent, criminal or grossly negligent acts, security breaches, civil or military authority, terrorism, acts of God, acts or omissions of carriers, or any other cause beyond Sponsors' control, interfere with the process for the Challenge as contemplated by these Official Rules, as determined by Sponsor in its sole discretion, Sponsor, may, without prior notice, terminate, modify or suspend the Challenge, in whole or in part. If this Challenge is terminated before the original end date, Sponsor reserves the right, at its sole discretion, to determine the prize winners from among all non-suspect, eligible Entrants up to the time of such action using the procedure set forth in Section 5. In the event of early termination of the Challenge, Sponsor will post a notice regarding the termination on the Challenge Website. Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the Entry process or who registers more than one time. All decisions of Sponsor are final. The Challenge Entities do not assume any responsibility for any disruption in the Challenge caused by circumstance or other unforeseen events outside of the control of the Challenge Entities. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Challenge materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

**12) TAX INFORMATION:** Any federal, state, local, and other income taxes on prizes are the sole responsibility of each Winner.

**13) PERSONAL INFORMATION:** Personal information collected from Entrants in connection with this Challenge will be used in accordance with Sponsor's Privacy Policy which can be found at <https://cheddar.com/privacy> AND in addition as otherwise set out in these Official Rules for the sole purposes of administering this Challenge. If the Sponsor's Privacy Policy conflicts with these Official Rules, then the Official Rules govern.

**14) GENERAL INFORMATION:** Votes will be deemed made by the authorized account holder of the Twitch account submitted at time of Votes. Each Potential prize winner may be asked provide Sponsor with satisfactory proof that he/she is the Authorized Account Holder of the Twitch account. Votes generated by a script, macro or other automated means will be disqualified. This Challenge is conducted in English (which will be given its everyday ordinary meaning), and any and all disputes will be resolved in the appropriate courts in the State of New York, USA exclusively, and subject to the laws of the State of New York, USA. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York, USA. Entrants irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-conveniens or lack of personal jurisdiction they may have. To the extent allowed by law, Entrants will not be permitted to obtain awards for, and each Entrant hereby waives, all rights to claim punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses.

**15) WINNERS:** The Twitch username of each Weekly Challenge Winner and the Sweepstakes Winners will be posted to the Challenge Website, <https://stockstream.live/>.

**16) SPONSOR & ADMINISTRATOR:** Sponsored by: Cheddar Inc., 1 State Street, 25<sup>th</sup> Floor, New York New York 10004. Administered by: Marden-Kane Inc., 575 Underhill Blvd, Suite 222, Syosset, NY 11791.