

## Robotics Classroom Bundle Contest - OFFICIAL RULES

SparkFun Electronics organizes and sponsors promotions, giveaways, and contests awarding various prizes to participants. The promotions, giveaways, and contests are regulated by Contest Rules (hereinafter "Rules"). Participation in any of these contests constitutes the Participant's agreement and acceptance of these Rules. All federal, state, local, municipal laws and regulations apply.

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION DESCRIPTION: The Robotics Classroom Bundle Contest ("Contest") begins on October 15, 2019 at 12:00am MT and ends on November 12, 2019 at 11:59pm MT (the "Promotion Period"). The initial entry period on Twitter begins on October 15, 2019 at 12:00am MT and closes on October 29, 2019 at 11:59 pm MT ("Entry Period").

The sponsor of this Contest is SparkFun Electronics ("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 and the overall administration of the Contest. Entrants should look solely to Sponsor with any questions, comments or problems related to the Contest. Sponsor may be reached by email at [marcomm@sparkfun.com](mailto:marcomm@sparkfun.com) during the Promotion Period.

2. ELIGIBILITY: Open to legal residents of the continental United States who are 18 years and older (the "Entrant"). Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Contest or win a prize. Employees of companies associated with the promotion of the Contest, such as Sphero, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers are also ineligible to enter the contest or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

3. PRIZES: Grand Prize: Five (5) winners will receive a prize bundle of ten (10) Sphero RVR each (approximate retail value or "ARV": \$2,490 per winner, \$12,450 total)

Only one prize bundle per school will be awarded. Teachers entering the contest enter the contest for their school to win one of the prize bundles. Prizes will not be awarded to any individual. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the

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 ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items. All federal, state and/or local 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.

4. HOW TO ENTER: Enter the Contest during the Entry Period, October 15 - October 29, 2019, 11:59pm MT, online by visiting [twitter.com/SparkFunEdu](https://twitter.com/SparkFunEdu) and following the rules found on the pinned tweet. Additional information can be found on the following website at [blog.sparkfuneducation.com/win-robotics-bundles-for-your-school](http://blog.sparkfuneducation.com/win-robotics-bundles-for-your-school).

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Entry Period in order to participate. Sponsor's database clock will be the official timekeeper for this Contest.

The Contest must be entered by tweeting a response to the question "What would you do with 10 RVRs in your classroom?" and include #RVRgiveaway in the response. Entries must also tag the Entrant's school, the name of the individual teacher entering for the Entrant, and another teacher. The tweet must meet all Contest requirements to be eligible to win a prize. Entrant's Twitter account needs to be set to "public" for entries to be found. Incomplete entries or the ones which are not in alignment with the rules, requirements, and specifications will be disqualified by SparkFun Electronics. You may enter the Contest only once and you need to provide any information that might be necessary. Any attempt of circumvention of the rules will result in immediate disqualification from the Contest.

Original Content; Ownership: By participating in the Contest, each Participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the Participant to enter the Contest. The Participant further claims and guarantees that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display any response to the entry question. All entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the Contest. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which the Participant agrees to indemnify, defend and hold SparkFun Electronics harmless. SparkFun Electronics may use any response on-demand on SparkFun Electronics or its affiliates' websites.

Rights Granted by Contest Participants: By entering this Contest and tweeting a response, the Participant understands and agrees that SparkFun Electronics and/or anyone acting on behalf of

SparkFun Electronics has the right, where permitted by law, to use the content and personal information for any promotional purposes without limitation and without any further compensation, notice, review, or consent.

**Disclaimer of Responsibility:** SparkFun Electronics is not responsible for problems with Contest entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of SparkFun Electronics.

**5. WINNER SELECTION:** Finalists of the Contest will be selected by a panel which will choose from among all eligible Entries received throughout the Entry Period, October 15 - October 29, 2019 at 11:59pm MT. The panel's choice of finalists will be conducted about 3 days after the Entry Period by Sponsor and its designated representatives, whose decisions are final. Finalists will then be voted on by the public and top five (5) entrants based upon which entrants have the most votes will be declared winners. Votes will be collected via SurveyMonkey from November 5 - November 12, 2019 at 11:59pm MT.

**6. WINNER NOTIFICATION:** Winners will be notified by DM on Twitter through the handle used to enter the Contest approximately 2 business days after the community vote. Potential Winner must respond to the DM to provide an email address so all relevant information can be sent to the winner and the winner's school. A winner must accept a prize by email as directed by Sponsor within 10 business days of notification via Twitter. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email or Twitter account. If the Winner fails to respond within the required time period, the prize may be forfeited and an alternate Winner may be selected based on the community votes.

Acceptance of the prize given in this Contest is in accordance with any and all federal, state, and local laws and regulations. If the Winner is disqualified for any reason, SparkFun Electronics is not obliged to provide an alternate prize or extend the Contest Period in any way, and all privileges as Winner will be terminated immediately. Participants who provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

The winning school may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively \"the Prize Claim Documents\"). No substitution or transfer of a prize is permitted except by Sponsor. Acceptance of the prize gives SparkFun Electronics permission to use the Winner's personal details and photo for advertising purposes without further compensation, unless it is prohibited by law.

**How to Claim the Prize:** Winners can choose to have their prize mailed, or to pick up their prize at SparkFun Electronics business office located at 6333 Dry Creek Parkway, Niwot, CO 80503. The prize may

be picked up any time between the hours of 9 a.m.- 5 p.m. MT Monday-Friday, excluding holidays. If the prize is mailed to the Winner, they assume the risk of the prize's safe arrival.

7. PRIVACY: Any personal information supplied by you will be subject to the privacy policy of the Sponsor posted at <https://www.sparkfun.com/privacy>. By entering the Contest, you grant Sponsor permission to share your email address and any other personally identifiable information with the other Contest Entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

8. LIMITATION OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest.

By entering the Contest, You agree to release and hold harmless SparkFun Electronics and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Contest.

Disputes and Arbitration: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND COLORADO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, the participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Colorado having jurisdiction.

#### 9. SOCIAL NETWORK DISCLAIMER

A Twitter account is needed to enter. If you do not already have an account, you may go to [www.twitter.com](http://www.twitter.com) to create a free account. Twitter does not sponsor or endorse Sponsor the Contest. This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter. You understand that you are providing your information to the Sponsor and not to Twitter. By participating via the Twitter platform, participants are also subject to Twitter's privacy policy and terms of use, which can be found at [www.twitter.com/privacy](http://www.twitter.com/privacy) and <https://twitter.com/tos>.

Entries will be subject to Twitter's rules, which can be found at <https://help.twitter.com>.

10. WINNER LIST/OFFICIAL RULES: To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to SPARKFUN ELECTRONICS cc: Robotics Classroom Bundle Contest at 6333 Dry Creek Parkway, Niwot, CO 80503. Requests for the names of the winners must be received no later than 30 days after the Promotion Period has ended. For accessing a Winner List online, visit [blog.sparkfuneducation.com/win-robotics-bundles-for-your-school](http://blog.sparkfuneducation.com/win-robotics-bundles-for-your-school). The winner list will be posted after winner confirmation is complete.

11. SPONSOR: SparkFun Electronics, 6333 Dry Creek Parkway, Niwot, CO 80503, [marcomm@sparkfun.com](mailto:marcomm@sparkfun.com).