

## OFFICIAL GIVEAWAY RULES

**NO PURCHASE NECESSARY TO ENTER THE GIVEAWAY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

### **DISCLAIMER AS TO INSTAGRAM:**

The giveaway is in no way sponsored, endorsed or administered by Instagram. Entrants are providing their information to ECOVACS US and not to Instagram.

### **SPONSOR:**

The Giveaway (the "**Giveaway**") is provided by ECOVACS US (the "**Sponsor**").

### **ADMINISTRATOR:**

Wit & Delight 1621 E Hennepin Ave #125 Minneapolis, MN 55414

**ELIGIBILITY:** Entrants must be legal residents of the United States of America who are 18 years of age or older at the time of entry. Excluded from eligibility are officers, directors, employees, agents and representatives of ECOVACS US and Wit & Delight collectively, the "**Excluded Individuals**"). **NO PURCHASE IS NECESSARY TO ENTER THE GIVEAWAY.** The Giveaway is void where prohibited by law.

### **ACCEPTANCE OF RULES:**

Participation in the Giveaway constitutes an entrant's full and unconditional agreement to these Official Giveaway Rules (the "**Rules**"), as may be amended by ECOVACS US at its sole discretion from time to time. Winning a prize is contingent upon a winning entrant also fulfilling all requirements set forth in these Rules.

Notwithstanding any other provision contained in these Rules, ECOVACS US reserves the right, in its sole discretion, to modify, amend, cancel, suspend, reinstate or close the Giveaway, at any time in whole or in part without prior notification, and for any reason whatsoever.

### **GIVEAWAY PERIOD:**

The Giveaway commences at 8:00 AM (PST) on May 21, 2020 and, subject to these Rules, concludes at 11:59 PM (PST) on May 28, 2020 (the "**Giveaway Period**"). Additional giveaways may be announced without notice at any time during the giveaway Period.

### **PARTICIPATION AND GIVEAWAY ENTRIES:**

1. To participate in the giveaway, entrants must have an Instagram account. At the time of writing of these Official Rules, there are no fees known by the Sponsor to be associated with the creation of an Instagram account.
2. Entrants must follow @ecovacs\_us and comment on the announcement post on Instagram during the giveaway period.

**PRIZES AND PRIZE VALUE:**

Prizes will be provided by ECOVACS US. Prizes will be awarded by the Sponsor in accordance with these Rules. The Prize will include one (1) ECOVACS US DEEBOT OZMO T8 AIVI. The Prize has a combined estimated value of \$800.

**SELECTION OF WINNERS:**

The prize winner (the “**Prize Winner**”) will be selected by random by the Sponsor from the pool of eligible entries submitted during the Prize Giveaway Period.

**NOTIFICATION OF WINNERS:**

The Sponsor will attempt to notify Prize Winner via Instagram Direct Message. If after exercising reasonable efforts, ECOVACS US cannot reach an entrant within two weeks from the first attempt to contact them, ECOVACS US will be free of any liability for awarding a given prize to that entrant or other entrants and such prize may be considered by the Sponsor to be forfeited for all purposes. If there is a dispute as to the identity of an entrant, the prize will be awarded to the authorized account holder of the social media account submitted when the photo was claimed.

**TERMS OF PRIZE ACCEPTANCE:**

Each prize must be accepted as awarded. No substitution, assignment or transfer of prizes is permitted, except: (i) as otherwise explicitly provided herein; or (ii) at ECOVACS US's sole discretion. ECOVACS US reserves the right to substitute a Prize with one (1) of comparable or greater value without liability or consent. Prizes are non-transferable. and subject to availability. All costs and expenses not specifically included as part of any prize, including, without limitation, insurance, taxes, and any other expenses and any taxes thereon, are the sole responsibility of the winner.

**PRIVACY AND PUBLICITY RIGHTS:**

ECOVACS US, its authorized agents and/or representatives may collect, use, and disclose the personal information provided by each entrant at the time they enter the giveaway for the purposes of administering the giveaway and prize fulfillment. By entering this giveaway, each entrant expressly consents to the use of their personal information for such purposes.

By accepting a prize, a winner hereby consents to ECOVACS US's use of the winner's name, city of residence, picture or other photographic image, biographical information, statements, voice and likeness in any advertising and publicity that ECOVACS US may conduct in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time in perpetuity, without further compensation or notice to the winner.

**ADDITIONAL TERMS:**

ECOVACS US reserves the right, at its sole discretion, to disqualify any entrant from the giveaway if ECOVACS US finds or reasonably believes such individual to be tampering with the entry process or the operation of the giveaway or where applicable, the giveaway Page; and/or to be acting: (i) in violation of these Rules; (ii) in an unsportsmanlike or disruptive manner; or (iii) with the intent to annoy, abuse, threaten or harass ECOVACS US, or any of their respective employees, any other giveaway entrants, or any other person. Any attempt by an entrant or other individual to automate the entry process, or to otherwise undermine the legitimate

administration, security or operation of the giveaway is prohibited and may be a violation of applicable criminal and civil laws. ECOVACS US reserves the right to seek remedies and damages from any such person to the fullest extent permitted by law. Entrants engaging in any of the foregoing activities may be disqualified and will forfeit any prizes awarded to such entrant.

The decisions of ECOVACS US in regards to all matters of the giveaway are final and binding upon entrants. In the event of any dispute regarding the interpretation of the rules of the giveaway or any decision rendered by ECOVACS US, the decision or interpretation of ECOVACS US shall prevail.

All entrants must comply with all applicable laws.

#### **RELEASES AND LIMITATIONS:**

Entrants acknowledge that ECOVACS US, and all involved advertising and promotional agencies, other suppliers providing Prizes or other materials or services in connection with this Giveaway, anyone else involved in the development or execution of this Giveaway (e.g., Instagram, Wit & Delight), each of their respective parent companies, subsidiaries and affiliated companies and each of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") have not made, nor are in any manner responsible, for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to, its quality, merchantability and fitness for a particular purpose or the use thereof. Further, no responsibilities are accepted by any of the Releasees for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

BY PARTICIPATING IN THE GIVEAWAY, EACH ENTRANT HEREBY RELEASES AND HOLDS HARMLESS ALL OF THE RELEASEES FROM ANY AND ALL LIABILITY, INJURIES, LOSS, CLAIMS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM OR IN CONNECTION WITH: (I) PARTICIPATING IN THE GIVEAWAY; AND/OR (II) ACCEPTANCE, USE, MISUSE OR NONUSE OF ANY PRIZE OR PARTS THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS OF ANY KIND, LOSS INCURRED DURING TRAVEL TO/FROM, AND/OR ATTENDANCE AT, ANY OF THE EVENTS FORMING PART OF THE PRIZES AND FROM LIABILITY TO ANY OTHER PERSONS RELATING TO OR RESULTING FROM ENTERING THE GIVEAWAY.

Without limiting the foregoing, the Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by an entrant, Instagram, or any third parties, or by any of the equipment, hardware, software or programming associated or used with the Giveaway; (ii) technical errors, defects, delays or failures of any kind, including, without limitation, malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (iii) digital or electronic disruptions (e.g., security breaches); (iv) unauthorized human intervention (e.g., hacking); (v) technical or human error which may occur in connection with any aspect of the Giveaway; (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Giveaway or receipt or use of any Prize; (vii) an entrant's breach of Instagram and/s terms of use; and (viii) lost, incomplete, illegible or garbled entries, mail or

transmissions, interrupted or unavailable network, server or other connections, miscommunications, computer viruses, bugs, worms, tampering, unauthorized intervention, fraud, failed computer hardware or software or telephone transmissions, or other errors or problems of any kind whether electronic, mechanical, or human.

**GOVERNING LAW:**

The giveaway and the Rules shall be governed exclusively by and construed in accordance with the laws in the State of California, U.S.A., without regard to conflicts of laws principles. Any dispute not otherwise determined in accordance with these Official Rules of the Giveaway shall be adjudicated in the courts sitting in California, U.S.A. (or any appeals court therefrom).

**WINNERS LIST AND ADDITIONAL INFORMATION:**

For the names of the Prize Winners, send a self-addressed, stamped, #10 envelope to: Wit & Delight Giveaway, 85SIXTY 100 Border Ave Suite 202, Del Mar, CA 92014. Winners Lists will be sent when the Promotion Period is over. Requests for Winners Lists must be received by July 31, 2020.