

## Wonder Workshop Design Thinking Challenge

### Official Rules

#### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

The Wonder Workshop Design Thinking Challenge (the "**Competition**") is a drawing submission competition offering eligible entrants with the opportunity to enter their child's drawing of an accessory to Dash and/or Dot (the "**Submission**") into the Competition. Up to three (3) winners will be selected in this Competition to win a "Grand Prize" and up to fifteen (15) winners will be selected to receive a "Creativity Prize", as described herein.

The Competition will flow as follows:

- **Submission Period:** The submission period begins on December 19, 2016 at [09:00:01] a.m. Eastern Time ("**ET**") and ends on January 31, 2017 at 11:59:59 p.m. ET.
- **Community Voting Period:** The community voting period begins on February 6, 2017 at 12:00:01 a.m. ET and ends on February 17, 2017 at 11:59:59 p.m. ET.
- **Winner Announcement:** The winner announcement will take place on or about February 20, 2017.

The Sponsor of this Competition is Wonder Workshop, Inc. ("**Sponsor**"), which has its principal place of business at 1500 Fashion Island Blvd, San Mateo, CA 94404. By participating in this Competition, 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. All federal, state, and local laws and regulations apply.

**ELIGIBILITY:** Competition is open only to legal U.S. residents residing in the fifty (50) United States or Washington D.C. who are eighteen (18) years of age or older, are the parent or legal guardian of a child between four (4) and fourteen (14) years of age and have internet access. Employees, officers, directors and agents of Sponsor and its subsidiaries, affiliates, agents and advertising agencies (collectively, the "**Competition Entities**"), and their immediate families (parents, siblings, children and/or spouses), regardless of where they live, or members of the same household (whether related or not), are not eligible to enter or win any prizes. Competition is void where prohibited by law.

**HOW TO ENTER:** To enter the Competition, go to <https://play.makewonder.com/design-challenge.html> (the "**Website**") and follow the on-screen instructions to complete the submission form (the "**Submission Form**") directly on the Website. You must complete the form with the information requested including your complete name, telephone number and email address and the first name, last name initial and age of the child who you are submitting on behalf of, and follow the on-screen instructions to upload a picture or scanned image of your eligible child's drawing as directed. All requested information on the Submission Form must be completed to participate in the Competition. Incomplete entries will be disqualified. Sponsor may use information provided in the Submission Form for the purposes of administering this Competition. Except as contemplated in these Official Rules, personal information collected in connection with this Competition will be used in accordance with Sponsor's privacy policy which can be found on the Sponsor's website at: <https://www.makewonder.com/privacy> respectively.

Submissions should consist of a Drawing of an accessory to Dash or Dot of child's own design. Additionally, each Drawing that is submitted into the Competition must meet the following

**“Submission Requirements”** (any Submission that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- The Drawing must show Dash or Dot with an attachment drawn on it;
- The Drawing must be submitted in one of the following formats: [.jpg, .png or PDF and be no greater than 5 MB in size];
- Submissions must NOT contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any Competition Entities;
- Submissions must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network operated by any of the Competition Entities or the computers of any individual or entity participating in or otherwise associated with the Competition;
- Submissions must be entirely original to the child of the participant and must NOT be created with the assistance of any other person and must NOT include any copyrighted media production, or references to films, music, books, television programming, etc., or contain any identifying descriptions of any media property;
- Submissions must NOT have been previously submitted to another competition or submitted to any entertainment entity that would conflict with this Competition, as determined in the Competition Entities’ sole discretion;
- Submissions must NOT include third parties/people, who have not expressly authorized entrant to display their image or likeness in the Submission for purposes of this Competition. Third Parties include but are not limited to celebrities, friends and minors who have not obtained parental consent prior to such participation;
- Submissions must NOT contain any personally identifiable information of the entrant or entrant’s children (e.g. last name, address, phone number) on the drawing Submission except that information specifically requested on the Submission for; and
- Submissions must NOT include images of or reference to third party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture, except those belonging to Sponsor, nor the names and likenesses of other individuals without their written consent.

No other form of participation is valid. No purchase or any other fee payment is necessary in order to participate in the Competition. There is no limit to the number of Submissions a person may enter in the Competition.

The Website’s computer is the official timekeeping device for this Competition. No automated entry devices and/or programs permitted. Entries generated by a script, macro or other automated means will be disqualified. Entrants must provide all information requested to be eligible to win. Incomplete, unreadable, or unintelligible entries will be disqualified. Submissions will become the property of Sponsor and will not be returned or acknowledged by the Sponsor.

**SELECTION:** During the Voting Period, all eligible Drawings (in accordance with the Submission Requirements) will be uploaded to an online viewing gallery on the Website. Voting is limited to [one (1) vote per Drawing, per email address, per day. Duplicate daily votes (determined by cookies, IP address and email address) will be excluded from the final vote count. 1 At the close of the Voting Period, the three (3) Drawings that receive the most votes overall will be awarded the Grand Prize.

An additional fifteen (15) Drawings will be chosen by the Sponsor (“**Sponsor Picks**”) from all non-Grand Prize winners’ entries to receive a Creativity Prize. Sponsor Picks will be chosen by representatives of the Sponsor based on the following equally weighted judging criteria: creativity, originality and overall design feasibility.

Odds of winning a prize depend on the number of eligible entries received. The Sponsor will make the decision as to those who have won the Competition. This decision is final and binding. No correspondence on any matter concerning the Competition winners will be entered into with any participant.

The potential winners will be notified by email (the “**Notification**”) using contact information provided on their respective Submission Forms and may be required to execute and return an affidavit of eligibility, a liability release and, unless prohibited by law, a publicity release and other related documents required by the Competition Entities (the “**Prize Claim Documents**”). Potential winners may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address, and phone number. Unless restricted by law, potential winners will be required to complete and return the Prize Claim Documents within seven (7) days from the date of the Notification, or such other time period as determined by the Competition Entities in their sole discretion. Potential winners will not be eligible to receive a prize until all properly completed Prize Claim Documents are received. Sponsor reserves the right to select fewer winners than are set forth herein in this Competition if there are fewer eligible entries than prizes available or for any other reason in accordance with these Official Rules.

Sponsor shall have no liability for any Notification that is lost, intercepted or not received by a potential winner for any reason. If (a) any potential winner does not respond within the time required by Sponsor, (b) if the Notification is undeliverable to any potential winner, (c) any potential winner is found to be ineligible, (d) any potential winner has not complied with these Official Rules, (e) any potential winner declines the prize for any reason, such potential winner will forfeit his or her prize and an alternate winner may be selected based on the results of the Voting Period, with respect to Grand Prizes and the Sponsor’s determination as set forth in these Official Rules, with respect to the Creativity Prizes.

#### **PRIZES AND APPROXIMATE RETAIL VALUES:**

Grand Prize: Three Grand Prizes are available. Each Grand Prize consists of a Wonder Workshop Dash robot. The approximate retail value (“**ARV**”) of each Grade Prize is \$149.99.

Creativity Prize: Fifteen (15) Creativity Prizes are available. Each Creativity Prize consists of a Wonder Workshop t-shirt. The ARV of each Creativity Prize is \$10.

Prizes shall only be delivered to an address in the United States. No substitution, transfer, or cash redemption of prize, or cash for any portion of prize not used, shall be given, except

Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Winner is not entitled to any surplus between actual retail value of a prize and stated ARV and any difference between stated ARV and actual value of the prize will not be awarded. If a winner is unable to participate in or accept the prize or any portion of the prize for any reason, Sponsor shall have no further obligation to the winner. Limit one prize per person per household.

**REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:** Each person who enters this Competition represents and warrants as follows: (i) the Submission is the entrant's eligible child's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus and is otherwise uncorrupted; (iii) as of the date of entry, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (v) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant hereby agrees to indemnify and hold the Competition Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of (i) any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder or (ii) the use, redemption, acceptance, possession, ownership, or misuse of the prize, (iii) participation in any activity in connection with the prize, or (iv) participation in any Competition-related activity or participation in this Competition.

**GRANT OF RIGHTS:** Each entrant into the Competition on behalf of entrant and on behalf of the child who created the Submission, hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Submission in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Competition and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant on behalf of entrant and on behalf of the child who created the Submission irrevocably waives any and all so-called moral rights they may have therein. The entrants and the child who created the Submission shall have no rights in the Submissions or to receive any remuneration, reward or other benefit as a result of the use of their Submissions other than the ability to compete for the prizes provided for in these terms and conditions.

**PRIVACY:** In order to enter this Competition, entrants will be required to provide certain personal information including the entrant's name and the name and age of such entrant's eligible child, a contact email address and phone number. Sponsor will use each entrant's personal details for the purposes of administering this Competition and to contact entrant and/or potential winners. In addition, entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's Privacy Policy. By entering this Competition and providing this information to Sponsor, each entrant consents to such use of personal information. The entrants have a right to access their provided personal information by contacting us at [support@makewonder.com](mailto:support@makewonder.com) and have a right to correct the personal information, in the event that it represents false or inaccurate information.

**GENERAL:** By entering this Competition, all entrants will be deemed to have accepted and agreed to be fully and unconditionally bound by these Official Rules and the decisions of Sponsor and waive any right to claim ambiguity in the Competition or these Official Rules. Entrants agree that the Competition Entities (a) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Competition or any Competition-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prize(s), including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or participating in the Competition, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Competition Entities are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries, or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Competition or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible entries are received or Sponsor is prevented from awarding prize(s) or continuing with the Competition as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Competition. If the Competition is terminated for any reason before the designated end date, Sponsor will (if possible) select the potential winners from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 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.

**NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE COMPETITION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT

GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**DISPUTES:** Disputes regarding these Official Rules and/or this Competition will be governed by the internal laws of the State of California. By entering, entrant consents to jurisdiction in San Francisco, California for the resolution of any and all disputes. Should a dispute arise regarding the Competition, entrant and Sponsor shall engage in good faith, informal dispute resolution for a minimum period of thirty (30) days to resolve the dispute. Should the entrant and Sponsor fail to resolve their dispute informally, they shall engage in mediation with JAMS, at their joint and equal expense in San Mateo, California. Should the mediation fail to resolve the dispute, entrant and Sponsor shall thereafter engage in binding arbitration with JAMS in San Mateo, California. To ensure minimal cost, the arbitration shall be in front of a single arbitrator and shall be conducted in accordance with JAMS' Optional Expedited Arbitration Procedures. The binding arbitration shall be at Sponsor and entrant's joint and equal expense, with attorneys' fees and costs to the prevailing party upon conclusion.

**WINNERS' LIST AND COMPETITION RULES:** To obtain a copy of these Official Rules or a winners list within 90 days of the end of the Submission Period send a hand-printed, self-addressed, stamped envelope to Wonder Workshop Design Thinking Challenge, Wonder Workshop, Inc., 1500 Fashion Island Blvd, San Mateo, CA 94404.

**CONTACT:** Any questions or queries regarding the Competition should be sent to Wonder Workshop, Inc. at [ideas@makewonder.com](mailto:ideas@makewonder.com)

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