



Sphero® #TRICKSWITHBALLS Video Contest Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN

The **Sphero® #TRICKSWITHBALLS Video Contest** (the "Contest") starts on **November 4, 2012** and ends on **December 20, 2012** at **5pm Mountain DST** ("Contest Period").

ELIGIBILITY:

Contest is open to all participants that are at least 18 years of age. Employees of **Orbotix, Inc.** ("Sponsor") and their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) are not eligible to enter or win. Contest is subject to all applicable federal, state and local laws.

GENERAL DESCRIPTION OF THE CONTEST:

We challenge you to a trick of the week! Show us what you can do with Sphero or create a human-powered trick using anything from a soccer ball to a parkour-wall for the chance to win a Sphero 2.0 and custom trick pack.

Every week, we will post a new video showing off stunts and jumps with Sphero. Then it's your turn to create your own at home. Post your trick to Instagram or Twitter using the hashtag #TricksWithBalls, or upload directly onto the Facebook app. If you don't have a Sphero (or even if you do), you're free to submit a human-powered trick for the chance to win. Fans can submit an unlimited number of entries.

Each week, the top voted video* will receive a free Sphero 2.0 and a Nubby cover. The ultimate trick pack that will be given away at the end of the contest will go to the top voted video of the entire duration of the contest. The more people that vote for your video(s), the better your chances are to win! Get filming, tell your friends, and have fun.

**Orbotix retains the right to pick our favorite videos as winners regardless of votes.*

HOW TO ENTER:

During the Contest Period, produce a video or take a photo that features a Sphero® trick or a human-powered trick (collectively, with entry form, "Entry"). To enter the Contest: (1) Online: visit <http://Facebook.com/GoSphero> and follow the directions provided to complete the entry form; then, upload your entry, and submit. You may also simply tag your photo with #TricksWithBalls on Instagram or Twitter. Entries must be submitted through the web form format only. Entries can be submitted at any time during the Contest Period and contestants may enter as many times as they wish.

REQUIREMENTS OF ENTRIES:

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason, including if it determines, in its sole discretion, that your

Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains copyrighted materials owned by others (including software code, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on **GoSphero.com** or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsor in each instance.

JUDGING:

All eligible Entries received by Sponsor will be judged by a panel of qualified judges. The judges will consider web voting results for the videos as part of their evaluation process. The judges' and Sponsor's decisions are final and binding on all matters relating to this Contest.

Sponsor reserves the right not to award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

WINNER NOTIFICATION:

Potential winners will be notified by telephone, mail and/or email and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within **14** days of date appearing on prize notification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to a runner-up.

PRIZES:

Total Approximate Retail Value is **\$144.98**. Two major types of prizes will be awarded.

Prizes for Weekly Entries:

One weekly Sphero 2.0 + Nubby Cover to the top voted entry

Ultimate Prize for Top Voted Entry:

The video with the most votes at the end of the contest will receive an official "Orbotix Trick Pack" including some of the items included in the making of our Sphero 2.0 video.

Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Winners of cash prizes will be required to provide Sponsor a W-9 for tax purposes prior to payment of the prize.

GENERAL CONDITIONS:

By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

OWNERSHIP/USE OF ENTRIES:

By submitting an Entry, each entrant agrees Sponsor shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

MISCELLANEOUS:

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prizes, the incorrect uploading of any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

SPONSOR:

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