

FIRST® Tech Challenge Competition Set Sweepstakes

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

A VALID EMAIL ADDRESS IS REQUIRED TO PARTICIPATE. ONE ENTRY PER PARTICIPANT.

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT.

1. SWEEPSTAKES DESCRIPTION. For Inspiration and Recognition of Science and Technology (*FIRST*®) (the “Sponsor”) is offering a sweepstakes beginning at 9:00:00 a.m. United States Eastern Standard Time (“LT”) in the Territory (defined below) on May 22, 2019, and ends at 11:59:59 p.m. LT in the Territory on June 21, 2019 (the “Sweepstakes Period”) and includes two (2) winners, one selected by a random drawing from all eligible entries (except previous winners) on or around June 26, 2019. Each to win a competition set prize package, one (1) *FIRST* Tech Challenge 2019-2020 season TETRIX Competition Set valued at or one (1) *FIRST* Tech Challenge 2019-2020 season REV Competition Set (described in Rule 6, below). A *FIRST*® Tech Challenge team based in one of the fifty (50) United States or District of Columbia is automatically entered into the Sweepstakes when the team pays its 2019-2020 *FIRST* Tech Challenge team registration during or before the sweepstakes period. Other eligible persons may enter by completing and submitting an entry form (as described in Rule 3.b, below) during the Sweepstakes Period. There is a limit of one entry per Participant. Void where prohibited. The sweepstakes is governed by these official rules.

The database clock for the servers at Sponsor will be the official timekeeping device for the sweepstakes. Except as otherwise specifically stated in these Official Rules, all times mentioned in these official rules are United States Eastern Standard Time (“LT”). A day is the 24-hour period beginning at 12:00:00 a.m. LT and ending that same day the following 11:59:59 p.m. LT (a “Day”).

2. WHO IS ELIGIBLE TO ENTER/WIN. The Sweepstakes is open only to *FIRST* Tech Challenge Teams based in the fifty (50) United States or District of Columbia (the “Territory”) and individuals who are residents of the Territory and who are eighteen (18) years of age or older on the day of participation (each a “Participant”). (Any eligible Participant who is eighteen or older, but younger than the age of majority in his or her jurisdiction of residence, is referred to in these official rules as a “Minor”.) Persons in any of the following categories are NOT eligible to participate in the Sweepstakes: any person who on or after May 1, 2019, was or is (a) an officer, employee, agent or independent contractor of Sponsor; or (b) an immediate family member (defined as spouse, IRS dependent, or biological, foster, in-law, adoptive or step- mother, father, sister, brother, daughter or son) of, or anyone who resides in the same household as, an officer, employee, agent or independent contractor of Sponsor. Each Participant, and their parent or legal guardian if the Participant is an eligible Minor, unconditionally accepts and agrees to comply with and abide by these official rules.

3. HOW TO ENTER THE SWEEPSTAKES. There are two ways to enter the sweepstakes:

A. *FIRST* Tech Challenge teams. A *FIRST* Tech Challenge team based in the Territory is automatically entered into the Sweepstakes when the team pays its 2019-2020 *FIRST* Tech Challenge team registration during or before the Sweepstakes Period. Prize will be issued to “Coach 1” as listed in the team registration data for use at their discretion.

B. Enter without Registering a *FIRST* Tech Challenge Team: Other eligible individuals may enter by completing the online entry form at during the sweepstakes period.

C. Limits: There is a limit of one (1) Entry (with or without purchase) per Participant, and a limit of one (1) prize per Participant throughout the entire sweepstakes period.

4. DRAWINGS/ODDS OF WINNING. Two (2) potential winners (subject to verification) in the random drawing, conducted by an employee of Sponsor on the drawing dates stated below, from all eligible entries as of the entry close date and time stated below. The odds of winning in any drawing will be determined by the number of eligible entries received as of the Entry close date and time for that drawing. All non-winning entries for the first competition set will carry over to the next drawing.

5. WINNER NOTIFICATION. Sponsor's redemption center (the "**Redemption Center**") will contact each potential winner by email within approximately two (2) business Days after the applicable drawing. The potential winner will be required to respond to the instructions in the email sent by the Redemption Center within three (3) business days and to provide the Redemption Center with complete contact information (including but not limited to daytime telephone number and complete mailing address) that the Redemption Center will use to send the potential winner prize claim documents ("**Prize Claim Documents**"). The Prize Claim Documents will include an affidavit of eligibility/release of liability and publicity release (where permitted by law), an IRS Form W-9, and any other documentation reasonably requested by Sponsor, all of which a potential winner must complete and return within five (5) business Days of the date the Prize Claim Documents are sent to the potential winner. All Prize Claim Documents received after the deadline shall be deemed VOID and the potential winner may be disqualified. Prize Claim Documents that are complete and duly submitted to the Redemption Center within the applicable redemption period will be verified within four (4) weeks after the Prize Claim Documents are received or as soon thereafter as reasonably practical, and, once verified, a prize winner will be notified by The Redemption Center via regular mail, telephone or email, and will begin arranging shipment of the prize package. If any potential prize winner cannot be reached after Sponsor or its representative has made a reasonable effort to contact him or her, declines a prize for any reason, or fails or refuses to properly sign and return all Prize Claim Documents by the redemption deadline or if the Prize Claim Documents or any portion of a prize is returned as unclaimed or undeliverable to any potential winner, or if it is discovered that a winner made any false statement in any Prize Claim Document, or if the potential prize winner is at any time found to be ineligible or otherwise in violation of these Official Rules (including, without limitation, by using multiple sets of contact information or any other method in an attempt to circumvent the above-stated Entry limitations), or if any potential winner declines a prize, or fails to comply with these Official Rules, such potential winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received. The Sponsor will attempt to award any such prize to an alternate winner, time permitting, but will not pursue more than three (3) alternates for any prize. The submission of Prize Claim Documents is solely the responsibility of each potential winner.

When sending Prize Claim Documents to the Redemption Center, it is strongly recommended that Participants retain a photocopy of all Prize Claim Documents submitted, and send the submission using Registered, Certified or Express Mail with a receipt of mailing (although proof of mailing does not constitute proof of delivery).

TWO (2) PRIZES/APPROXIMATE RETAIL VALUE. Two (2) winners from the drawing will, subject to verification, receive one (1) *FIRST* Tech Challenge 2019-2020 season TETRIX Competition Set, total approximate retail value ("**ARV**") of \$532.00, or one (1) *FIRST* Tech Challenge 2019-2020 season REV Competition Set, total ARV of \$444.00. The total ARV of all prizes available in this Sweepstakes is \$776.00.

6. PRIZE CONDITIONS/RESTRICTIONS. All details and other restrictions not set forth in these official rules will be determined by Sponsor in its sole discretion. If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and security requirements set by the Sponsor to help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring Sponsor into public disrepute, contempt,

scandal or ridicule or reflect unfavorably on the Sweepstakes or the Sponsor as determined by Sponsor in its sole discretion. Sponsor reserves the right to refrain from conducting any advertising or publicity associated with a winner for any reason. All income taxes (including, without limitation, federal, state and/or local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective winners. An IRS Form 1099 may be issued. Accordingly, a potential winner will be required to submit their social security number as a condition of receiving the prize. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. Expenses not stated for any prize are the sole responsibility of the applicable winner.

7. GENERAL RELEASE AND CONDITIONS OF PARTICIPATION. Participants assume all risk of loss, damage, destruction, delay and misdirection of Prize Claim Documents and are advised to obtain insurance where appropriate. Sponsor, the Redemption Center and all of their respective shareholders, officers, directors, agents, representatives and employees (individually and collectively "**Sweepstakes Entities**") are not responsible for: (a) incomplete, misdirected, late, lost, garbled, unintelligible, damaged, stolen, non-delivered or postage-due submissions of Prize Claim Documents or other Sweepstakes-related materials whether caused by Participants, wireless carriers, Internet Service Providers ("**ISP**") or unauthorized human intervention; (b) any damage to a Participant's or other

person's computer system or Digital Device which is caused or occasioned by accessing the Sponsor's website (<https://info.firstinspires.org/competition-set-sweepstakes>) or the *FIRST*® Tech Challenge storefront;

(c) technical difficulties or failures of any kind including, but not limited to, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, Digital Device or wireless carriers, websites or other connection, availability or accessibility problems arising in connection with or over the course of the sweepstakes; (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, Digital Device, email, mobile or cable transmissions or hardware or software or program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers; (e) any technical malfunctions, failures or difficulties (including failures to correctly scan and/or redeem the offers), printing errors, clerical, typographical or other errors in any Sweepstakes advertisement or other materials or any Prize Claim Documents; (f) any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention; (g) any incorrect or inaccurate information, whether caused by the Sponsor's website (www.firstinspires.org) or tampering, hacking, or by any equipment or programming associated with, or utilized in the sweepstakes, including, without limitation, Entries that are submitted by automated computer programs or other illegitimate means; or (h) the incorrect or inaccurate capture of information or the failure to capture or loss of any information. Prize Claim Documents submitted become the sole property of Sponsor and will not be returned. Sponsor shall not be responsible to correspond with Participants. **By participating in the Sweepstakes, each Participant hereby releases and agrees to hold the Sweepstakes Entities harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury (whether due to negligence or otherwise), due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity or the receipt, use or misuse of any prize.** Participants waive the right to assert as a cost of winning any prize any and all costs of verification and redemption or travel to claim said prize and any liability and publicity which might arise from claiming or seeking to claim said prize. By participating in the Sweepstakes each verified winner hereby agrees and grants Sponsor the right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the world for advertising, commercial and promotional purposes in connection with the Sweepstakes and other promotions without further compensation (except where prohibited by law), and releases the sweepstakes entities from any liability with respect thereto.

10. DISCLAIMER OF WARRANTIES. THE SPONSOR MAKES NO WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY PRIZE IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND THE SWEEPSTAKES ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

11. MISCELLANEOUS.

A. Disqualification: It is the Participant's sole responsibility to ensure that they have complied in full, with all conditions and requirements contained in these official rules. No mechanically reproduced, illegible, incomplete, forged, software-generated, third party or other automated or robotic entries, in whole or in part, will be accepted or valid. Entries made by any individual or any entity other than the Participant and/or originating by any other mechanism, including but not limited to commercial sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified from this sweepstakes. 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 sweepstakes; to be acting in violation of these official rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the sweepstakes, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law.

B. Force Majeure/Printing and Production Errors: Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify, suspend or extend the Sweepstakes or Sweepstakes materials in any way, if it determines, in its sole discretion, that any Sweepstakes materials and/or Prize Claim Documents reflect printing, production or other errors, or if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures, malfunctions or errors (including, without limitation, viruses or other deleterious programs or materials, glitches or printing or production errors) have destroyed or severely undermined the proper entry, integrity and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order or regulation, public health crisis, order of any court or jurisdiction or other cause not reasonably within Sponsor's control, then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. Only the type and quantity of prizes described in these Official Rules will be awarded.

C. Invalidity: The invalidity or unenforceability of any provision of these Official 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 Official 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. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.

D. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between Participant and the Sweepstakes Entities in connection with the sweepstakes shall be governed by and construed in accordance with the internal laws of the State of New Hampshire including procedural provisions 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 or jurisdiction's laws.

E. Privacy: Except as otherwise contemplated in these Official Rules, Participants' contact information collected by Sponsor in connection with the Sweepstakes will be used by Sponsor in accordance with the

FIRST[®] Privacy Policy found at www.firstinspires.org (the Privacy Policy can be found at <http://firstinspires.org/about/privacy-policy>).

12. ARBITRATION. By participating in this Sweepstakes, each Participant agrees that: (1) any claim, dispute or controversy (whether in contract, tort or otherwise) Participant may have against any of the Sweepstakes Entities arising out of, relating to or connected in any way with the Sweepstakes, the awarding or redemption of Prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator pursuant to JAMS's Comprehensive Arbitration Rules and Procedures ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at Manchester, NH or at such other location as may be mutually agreed to by the Participant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the Participant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply New Hampshire law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Participant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by JAMS, other than subpart (6), then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant shall be entitled to arbitrate their dispute. Finally, this arbitration provision is reciprocally binding all parties, such that both Participant and Sponsor are required to arbitrate their claims against one another. For more information on JAMS and/or JAMS Rules and Procedures, Participants may visit the JAMS Website at www.jamsadr.com.

13. OFFICIAL RULES. To receive a copy of the official rules by mail, mail a #10 self-addressed stamped envelope to Redemption Center, *FIRST*[®] Tech Challenge Competition Set Sweepstakes – Official Rules Request, 200 Bedford Street, Manchester, NH 03101. All requests must be postmarked by June 21, 2019, and received by June 28, 2019. Limit one (1) request per outer envelope.

14. WINNERS LIST. For a list of Official Winners, mail a #10 self-addressed stamped envelope to Redemption Center, *FIRST*[®] Tech Challenge Competition Set Sweepstakes – Winners List Request, 200 Bedford Street, Manchester, NH 03101. All requests must be postmarked by June 28, 2019, and received by July 5, 2019. Limit one (1) request per outer envelope. The list will be available when the Sweepstakes is officially over and the prizes have been verified and awarded.

15. SPONSOR. *FIRST*[®], 200 Bedford Street, Manchester, NH 03101.