**Robo Technologies GmbH / Robo Wunderkind Giveaway**

This Promotion is in no way sponsored, endorsed or administered by Instagram.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU MUST HAVE INTERNET ACCESS, A VALID EMAIL ADDRESS, US POSTAL ADDRESS AND AN INSTAGRAM ACCOUNT TO PARTICIPATE.

OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO, AS OF THE TIME OF ENTRY, ARE AT LEAST THE AGE OF MAJORITY IN THEIR JURISDICTION.

1. **Sponsor**

Robo Technologies GmbH, having an office at Marxergasse 24/2, 1030 Vienna, Austria (“**Sponsor**”).

1. **Eligibility**

The Robo Technologies GmbH / Robo Wunderkind Sweepstakes (the “**Sweepstakes**”) is open only to individuals who are legal residents of the 50 United States or the District of Columbia, and are at least 18 years old, or the age of majority in their jurisdiction at the time of entry, if older. The following individuals are not eligible to enter or win a Prize: employees, contractors, representatives, agents, directors, and officers of IMAgency B.V. (“**Administrator**”) and their respective parents, subsidiaries, and affiliates (as applicable); individuals or entities responsible for the development, printing, distribution and implementation of this Sweepstakes; suppliers, distributors and individuals who are employees of or members of the immediate family or household, whether or not related, of any of the foregoing are not eligible to enter to win. By participating in this Sweepstakes, entrants agree to be bound by these official rules (“**Official Rules**”) and by the decision of the Sponsor in all matters relating to the Sweepstakes.

1. **Sweepstakes Period**

The entry period for the Sweepstakes commences on [November 2020] and ends on [December 2020] (“**The Sweepstakes Period**”).

1. **How to enter**

NO PURCHASE NECESSARY AND NO ENTRY FEE.

Entry via Instagram

1. During the Sweepstakes Period, follow the account of the Sponsor [[link](https://www.instagram.com/robowunderkind/?hl=en)].
2. During the Sweepstakes Period look for steps to enter the Sweepstakes within the sponsored post (“**Promotional Post**”) of the owner of the account (the “**Promotion Party**”).
3. Like the Promotional Post.
4. Leave a comment on the Promotional Post with sharing why you would love to win the Prize. Partial or incomplete entries are not eligible to win.

You may only use one (1) instagram account to participate in the Sweepstakes. Entrant’s are solely allowed to place one (1) comment of entry for the entire Sweepstakes. It is not allowed to place another comment under another Promotional Post for the same Sweepstakes. Comments can be placed until [November/December 2020] (the “**Closing Time**”), comments placed after the Closing Time are not eligible to win.

1. **Winner Selection and Notification**

A random drawing (via a random name picker application) will be conducted on or about five (5) days after the Closing Time by the Promotion Party to select the winners from among all eligible entries received. One (1) winner will be selected per Promotional Post. Odds of winning depend on the number of entries received per Promotional Post.

The winner will be notified by a direct message via Instagram by the Administrator sent to the social media account which the winner used to participate in the Sweepstakes. The message shall request that the winner shares the following specific personal information: full name, last name, phone number, email, and U.S. address. It is recommended that you confirm your Instagram notification settings are turned on and your Instagram account is not set to "protected mode," or “private.”

Upon timely receipt of the required information, Sponsor shall ship the Prize, a Robo Wunderkind Explorer Prime Kit to each winner at their provided addresses.

Except as set forth in these Official Rules, any personally identifiable information collected during an entrant’s participation in the Sweepstakes (“**PII**”) will be collected by Sponsor and the Administrator, and used by Sponsor and the Administrator solely for the proper administration and fulfillment of the Sweepstakes and as otherwise described in these Official Rules. Except as set forth in these Official Rules, PII will be shared or transferred only to party’s that are involved with the Sweepstakes and only as required for the purpose of the Sweepstakes.

1. **Prizes and Prize Claims**

One (1) winner per Promotion Party will win a Robo Wunderkind Explorer Prime Kit (the “**Prize**”). The approximate retail value of the Prize is [$249.00].

Winner is subject to verification, including verification of age and residency. Limit one (1) Prize per winner. The Prize is non-transferable and no Prize substitution is permitted, except at the sole discretion of the Sponsor. If the Prize cannot be awarded for any reason, Sponsor reserves the right in its sole discretion to substitute a Prize with one of comparable or greater value.

Within seven (7) days of notification regarding Prize winning, the winner must provide a valid address and phone number to Sponsor, in order for Sponsor to coordinate the shipment of the Prize to the winner. If the winner (i) is determined to be ineligible, (ii) fails to respond to the initial verification message within seven (7) days of notification or after three (3) attempts (whichever occurs first), (iii) fails to provide a valid address within seven (7) days of receipt of notification regarding Prize winning, the winner forfeits the Prize in its entirety and an alternate winner will be selected based upon a random drawing of the other eligible entries received during the Sweepstakes Period. All income taxes resulting from acceptance of prize are the responsibility of the winner.

1. **Publicity**

Except where prohibited by law, each winner’s acceptance of the Prize constitutes permission for Sponsor, and their respective agents a worldwide, royalty-free, non-exclusive and sub-licensable right and license to use, distribute, and publicly display the winner’s name and likeness in any way, at any time, in any and all media, including for use in advertising and marketing, without limitation, without any additional approval or consideration.

1. **Limitation of Liability and Release**

By participating in the Sweepstakes, entrants waive all right to, and hold harmless the Sponsor, Administrator, and the Promotion Party from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes or the acceptance, use, or misuse of any Prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. The Sponsor, Administrator, and the Promotion Party will not be responsible for: late, incomplete, or incorrect entries; an entrant's failure to receive prize notices due to entrant's spam, junk e-mail, or other security settings or for entrants' provision of incorrect or otherwise non-functioning contact information; technical, hardware, or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or used in this Sweepstakes; by any human error which may occur in the processing of the entries in this Sweepstakes; or any typographical, technological, or other error in the publishing of the offer, administration of the sweepstakes, or announcement of the prize[s]. If, in the Administrator's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties (including viruses and bugs) compromise the integrity of the Sweepstakes, Sponsor reserves the right to request that the Administrator, in its sole discretion, cancel or modify this Sweepstakes in a manner deemed appropriate by the Administrator. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online entry form.

1. **Sponsor’s Reservation of Rights**

Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible for tampering with the entry process or otherwise acts in violation of these Official Rules.

Sponsor reserves the right, at its sole discretion, to cancel, suspend, or modify the Sweepstakes if the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. In the event of cancellation, suspension, or modification, Sponsor reserves the right to award the Prize by random drawing from all eligible entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant’s sole remedy shall be another entry into the Sweepstakes.

1. **Applicable Law - Disputes**

If any controversy, allegation, or claim arises out of or relates to the Sweepstakes (a “**Dispute**”), then you and Sponsor agree to send a written notice to the other party providing a reasonable description of the Dispute, along with a proposed resolution of it. For a period of sixty (60) days from the date of receipt of notice from the other party, Sponsor and you will attempt to resolve the Dispute, though nothing will require either you or Sponsor to resolve the Dispute on terms that you and Sponsor, in each of our sole discretion, are not comfortable.

If you and Sponsor cannot resolve a Dispute within sixty (60) days of receipt of the notice, then either you or Sponsor may submit the Dispute to formal arbitration. Upon expiration of the 60-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration will be heard and determined by a single neutral arbitrator who will administer the proceedings in accordance with, if applicable, the AAA’s Supplementary Procedures for Consumer Related Disputes. The arbitrator will apply applicable law and the provisions of this Agreement, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award.

All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and Sponsor will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Sponsor to pay a greater portion or all of such fees and costs in order for this subsection to be enforceable, then Sponsor will have the right to elect to pay the fees and costs and proceed to arbitration.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR SPONSOR WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR SPONSOR MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE WITHIN ONE (1) YEAR AFTER THE EVENTS GIVING RISE TO THE DISPUTE - OR IT WILL BE FOREVER BARRED.

The foregoing provisions of this section will not apply to any legal action taken by Sponsor to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Sweepstakes.

Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate will not apply and the Dispute must be brought exclusively in the federal or state court of the County of New York, New York.