

CONTEST  
OFFICIAL RULES

Promotion Terms	
Sponsor	Sponsored by Segway-Ninebot (“ <b>Segway Inc</b> ”) or (“ <b>Sponsor</b> ”)
Promotion title	#SegwayMoments (“ <b>Promotion</b> ”)
Promotion Period	The Promotion begins at 9:00 AM Pacific Time (“PT”) on 10/19/2020 and ends at 11:59:00 PM PT on 11/8/2020 (the “ <b>Promotion Period</b> ”). Last winner announced on 11/9/2020.
Award date	(week 1) The first winner will be announced at 12PM (PT) 10/26/2020 (week 2) The second winner will be announced at 12PM (PT) 11/2/2020 (week 3) The third winner will be announced at 12PM (PT) 11/9/2020  (“ <b>Notification Date</b> ”) All announcements will be made via the official Segway USA Instagram account, @segwayinc, in the form of a post (winning content) on Segway’s Instagram feed (tagging owner of content)
Winner	One (1) Ninebot KickScooter ES1L, Powered by Segway
ARV	Approximate Retail Value (“ARV”) of the Prizes is as follows:  One (1) Ninebot KickScooter ES1L: \$449.99
How to Enter	<ul style="list-style-type: none"> <li>• Post a photo tagging @Segwayinc on Instagram (tag must be in photo NOT caption)</li> <li>• Use hashtag #SegwayMoments in the post caption</li> <li>• ‘Like’ official contest announcement post from 10/19/2020 on @segwayinc</li> <li>• Tag three friends in Segway’s official contest announcement post on Instagram from date 10/19/2020→ @segwayinc</li> </ul> <p><b>*helmets required for all photos featuring a rider on a Segway product</b></p> <p>NO ENTRY FEE. NO PURCHASE NECESSARY TO ENTER OR WIN.</p>

**1. ELIGIBILITY:** the “Promotion” is open to U.S. and Canada residents that have an active Instagram account, email address and Internet access. Employees of Sponsor, Sponsor’s parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Promotion Period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Promotion. Be a resident of the U.S. or Canada, Participation in the Promotion constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules (“**Official Rules**”). **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

In addition to the other terms and conditions of this OFFICIAL RULES, a participant may be eligible to win a prize if the total number of participants within the first 5 days of the campaign amounts to 30 or more.

## **2. SUBMISSION REQUIREMENTS/ OFFICIAL CONTEST RULES:**

a. By entering a Submission, the entrant certifies and represents that each Submission: (i) is the entrant's original content - and does not infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate of any applicable law or regulation; (ii) has not been previously awarded a prize, (iii) is not obscene, lewd, profane, pornographic, disparaging, indecent, does not show illegal or other inappropriate or dangerous behavior, or is not in keeping with the image of the Sponsor's brand, and does not depict products competitive with those of Sponsor, all as determined by Sponsor in its sole discretion; and (iv) if it includes material or elements that are not owned by entrant and/or are subject to any rights of any third parties, entrant has obtained any and all licenses, releases, permissions and consents necessary to permit the use and exhibition of the Submission by Sponsor in the manner set forth in these Official Rules, including, without limitation, any name and likeness releases for any person who appears in or is identifiable in the Submission.

b. By entering the Promotion and/or submitting any Submission, you hereby grant to Sponsor a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission in any form, medium or technology now known or later developed, in whole or in part, for any purposes, including on and through third-party distribution channels selected by, but not affiliated with, Sponsor, for both commercial and non-commercial purposes; you also grant Sponsor the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission. You agree that neither Sponsor nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein.

c. If a Submission does not meet the criteria set forth herein, Sponsor may disqualify and discard the Submission either immediately or at any time during the Promotion. By entering a Submission, entrants acknowledge that Sponsor may obtain other submissions, content or materials that are similar or identical in theme, format or other respects to that submitted by the entrant. Entrants acknowledge that, by entering a Submission, Sponsor does not waive any rights to use similar or related ideas, themes, or concepts previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. Sponsor has the right to review all Submissions and all Submissions may or may not be posted on the Promotion Page or in another media, in Sponsor's sole discretion. By entering a Submission, entrants agree that the Sponsor is not responsible for any unauthorized use of Submissions by third parties. Sponsor does not guarantee the posting of any Submission and reserves the right to take down any Submission for any reason at any time.

d. No mail-in entries are allowed. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods. There is no limit on the number of times you may enter but

each entry must contain a new Submission. Entrants violating any of these Official Rules may be disqualified.

### **3. JUDGING AND SELECTION OF WINNER:**

#### CONTEST OFFICIAL RULES (cont.)

All qualified Submissions will be judged by a panel of Sponsor's employees who are skilled in the fields of creative, marketing, media and advertising. The Submissions will be judged according to the following Factors: (i) 100% footage created by the entrant (ii) embodiment of Segway's brand and lifestyle image and (iii) originality of content. The panel will evaluate the Submissions against the above factors and, solely at our discretion, select the best Submission. The one (1) entrant whose submission earns the highest overall scores awarded by the judges will be deemed the "Grand Prize" winner of the contest. In the event that an additional number of runner-up winners and alternates be selected, these will be also determined based on the above factors and the decisions of the judges will be final (this in no way alludes to the confirmation of additional winners). If any ties must be broken to determine the winner, the judges will choose the tie.

**4. PRIZES AND ODDS:** The prizes to be awarded from the Promotion are as follows:  
The odds of winning a prize depend on the total number of eligible entries received. No cash or other substitution of prizes is permitted, except at the sole option of Sponsor for a prize of equal or greater value. Sponsor will not replace any lost or stolen prizes.

**Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes. Winners are required to complete and submit a W-9 to Sponsor prior to delivery of a prize.**

**5. NOTIFICATION OF WINNERS:** The winners will be announced on the Notification Date on Sponsor's Instagram account, @segwayinc. The winners will also be individually notified via Instagram direct message on the day of announcement and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within ten (10) days of date of receipt. Should there be any question as to originality of a winning Submission, or in the event that ownership of Submission cannot be satisfactorily determined by Sponsor, Sponsor reserves the right to revoke a prize and disqualify the Submission. Without limiting any other terms of these Official Rules, if a potential winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner will be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding the identity of a prize winner, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the entry. "**Authorized Account Holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.

**6. GENERAL RULES:** By entering the Promotion, entrants agree to be bound by these Official Rules. The Promotion is offered by Segway Inc, 2350 W Valley Boulevard, Alhambra, California 91803, which is not responsible for (a) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail or otherwise, (b) theft, destruction, unauthorized access to or alterations of entry materials, or (c) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

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OFFICIAL RULES (cont.)

Entrants, by participating in this Promotion, further agree to waive, release, indemnify, defend and hold harmless the Sponsor and its parent, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Promotion, including, but not limited to, Non-Sponsors (together, the “*Released Parties*”), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Promotion, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Sponsor’s control that may cause the Promotion to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Promotion, (iii) printing or typographical errors in any materials associated with the Promotion, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including undeliverable messages resulting from any form of active or passive email filtering by a user’s Internet service provider, lost, late, delayed, inaccurate, incomplete, or misdirected messages, any injury or damage to any person’s computer related to, or resulting from, participation in the Promotion or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion or the processing of Submissions. Winners agree to be bound by the Official Rules, and the decisions of the Sponsor and judges are final.

IN NO EVENT WILL SPONSOR BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS’ PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**7. ADDITIONAL CONDITIONS:** Except where prohibited by law, by participating in the Promotion, each entrant consents to the use by Sponsor and its related and affiliated companies of his/her name,

address (city, state), photograph, likeness, biographical information, Submissions, entry and/or statements made by or attributed to the entrant (if true) relating to Sponsor or to the Promotion for advertising, publicity and promotional purposes in any and all media now or hereafter known, worldwide in perpetuity, without further notice, permission and/or compensation. All entries, as applicable, become the property of Sponsor and none will be acknowledged or returned. Allow six (6) to eight (8) weeks for delivery of prizes.

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OFFICIAL RULES (cont.)

Sponsor reserves the right, without liability to entrant, to cancel, suspend or modify the Promotion (or any portion thereof) in its discretion and at any time if it is determined that fraud, misconduct, or technical failures have corrupted the administration, security, integrity or proper administration of the Promotion. Sponsor reserves the right in its sole discretion to disqualify any entrant or winner (and void all associated Submissions) if fraud or tampering with a Submission is suspected, or if the individual fails to comply with any requirement of participation as stated in the Official Rules. The Promotion is subject to these Official Rules and all applicable federal, state and local laws. As stated above, the Promotion is void where prohibited or restricted by law. By participating in this Promotion, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Promotion. Headings are provided for convenience only. These Official Rules are governed by California law, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Promotion and these Official Rules must be brought in exclusively in the state or federal courts located in Santa Clara County, California.

**8. PERSONAL INFORMATION:** Sponsor may collect personal data about entrants online, in accordance with its privacy policy and as may be more specifically set forth in these Official Rules. Please review Sponsor's privacy policy at <https://www.segway.com/privacy-policy/>. Except to the extent restricted by applicable law, by participating in the Promotion, entrants hereby agree to Sponsor's collection and use of their personal data and acknowledge that they have read and accepted these Official Rules and Sponsor's privacy policy. Unless expressly agreed to as above, personal data will only be used for the purpose of administering the contest and notifying entrants if they have been selected as an eligible prize winner. Such data will not be misused, and will be stored only with Sponsor for the purposes identified in these Official Rules. Entrants have a right to access, review, rectify or cancel any personal data held by Sponsor by emailing Sponsor at **marketing@segway.com**.

**9. WINNER'S LIST:** For a list of prize winners, which will be available seven (7) days after the announcement of the winner, on Sponsor's Instagram account, @segwayinc.

**10. SPONSOR'S ADDRESS:** **marketing@segway.com**

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