

littleBits Competition Droid Inventor Kit Official Rules

LITTLEBITS ELECTRONICS INC. IS THE SPONSOR OF THIS PROMOTION, WHICH CONSISTS OF A CONTEST (THE "CONTEST") AND A SWEEPSTAKES (THE "SWEEPSTAKES"). EACH CONTEST WINNER WILL BE SELECTED BASED ON JUDGES' SCORES OF HIS/HER DROID CREATION AND UPLOADED VIDEO. THE SWEEPSTAKES WINNER WILL BE SELECTED AT RANDOM.

NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE SWEEPSTAKES PRIZE. ANYONE WHO MEETS THE ELIGIBILITY REQUIREMENTS FOR THIS PROMOTION CAN ENTER THE SWEEPSTAKES WITHOUT PARTICIPATING IN THE CONTEST.

A PURCHASE IS NECESSARY TO ENTER THE CONTEST. YOU MUST PURCHASE THE LITTLEBITS STAR WARS DROID INVENTOR KIT ("DROID INVENTOR KIT") WHICH HAS A \$99.95 USD MANUFACTURER'S SUGGESTED RETAIL PRICE ("MSRP") IN ORDER TO COMPETE FOR A CONTEST PRIZE. ENTRANTS MAY, BUT ARE NOT REQUIRED TO, PURCHASE OTHER LITTLEBITS PRODUCTS TO USE IN THEIR CONTEST SUBMISSION BUT THE MAXIMUM AMOUNT YOU MAY SPEND IS \$1,000 USD.

1. Eligibility: littleBits Competition: Droid Inventor Kit (the "Promotion") is open only to legal residents of the fifty (50) United States (excluding Iowa, Louisiana, Maryland, and Tennessee), the District of Columbia, Canada (excluding Quebec), and the United Kingdom who are at least thirteen (13) years old at the time of entry. Employees of littleBits Electronics Inc., Disney Consumer Products, Inc. ("Disney"), Lucasfilm Ltd. LLC, HelloWorld, Inc., and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies, persons or other companies involved in the development or execution of the Promotion or production or distribution of Promotion materials and content, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void in Iowa, Louisiana, Maryland, Tennessee, and Quebec and where prohibited.

2. Sponsor: littleBits Electronics Inc., 601 West 26th St., Suite M274, New York, NY 10001, U.S.A. Neither Disney, Lucasfilm Ltd. LLC, nor their affiliates are sponsors of the Contest or the Sweepstakes. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075, U.S.A.

3. Agreement to Official Rules: By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on November 15, 2017 at 4:00 p.m. Pacific Time ("PT") and ends on January 31, 2018 at 11:59 p.m. PT (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Promotion.

5. How to Enter:

a. The Contest: During the Promotion Period, visit <http://littlebits.cc/droidinventorkitcompetition.com> and follow the links and instructions to complete and submit the registration form, including your valid email address. Then, select a "Category" for which you would like to enter: Padawan Learners or Jedi Master.

- The Padawan Learners Category is intended for beginners who can create a basic Submission. The category is typically best suited for eligible children and families using the Droid Inventor Kit with basic craft materials and/or household items. To enter, follow the directions to upload one (1) video that displays a Droid that you built and decorated using a Droid Inventor Kit along with basic craft materials and/or household items (the "Padawan Learners Category").
- The Jedi Master Category is intended for experienced designers who can provide a more advanced Submission. The category is typically best suited for adult Star Wars fans and experienced designers incorporating a wide variety of littleBits beyond the Droid Inventor Kit and advanced tools such as 3D printers. Follow the directions to upload one (1) video that displays a unique Droid that you built utilizing a Droid Inventor Kit along with additional littleBits product(s) and/or other construction materials.

Each entrant under the age of 18 must be supervised by a parent or legal guardian at all times throughout their participation in the Contest. Eligible entrants that are minors should not do anything that could reasonably be considered potentially unsafe or inappropriate for their age in connection with the creation of their Droid.

In addition, you must also submit a short description of the video (two thousand five hundred (2,500) characters or fewer). The video and description are collectively referred to as the submission ("Submission").

Your Submission need not include any reference, positive or negative, to Sponsor's products or services. By uploading your Submission, you agree that it conforms to the guidelines, permissions, and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform.

Guidelines:

- The video portion of the Submission must be in mp4 format;
- The video portion of the Submission must not exceed one (1) minute in length;
- The Submission must contain a short description (two thousand five hundred (2,500) characters or fewer); and
- The short description portion of the Submission must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party, such as images, music, or artwork;

- The Submission must not contain brand names or trademarks other than those owned by Sponsor, Disney, Lucasfilm Ltd. LLC, which entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Sponsor, Administrator, Disney, Lucasfilm Ltd. LLC, or any of their respective related companies, parents, subsidiaries, affiliates, or any other person or party;
- The Submission must not contain material that:
 - is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
 - is sexually explicit or suggestive, obscene or offensive, profane or pornographic, or contains nudity;
 - promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
 - is violent, or promotes any activities that may appear illegal, unsafe or dangerous; promotes any particular political agenda or message;
 - communicates messages or images inconsistent with Sponsor's reputation, image and/or goodwill; or
 - is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor in its sole discretion.
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age or is otherwise derogatory of any ethnic, racial, gender, religious, professional or age group.
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may create and upload up to ten (10) Submissions during the Promotion Period. There is no requirement to purchase more than one (1) Droid Inventor kit. The Droid Inventor Kit may be reused for each Submission. Each Submission must be unique. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

b. The Sweepstakes: Anyone who meets the eligibility requirements for this Promotion can enter the Sweepstakes without participating in the Contest.

During the Promotion Period, if you haven't already done so, follow the links and instructions as set forth in Section 5(a) above to submit the registration form. Then, you will have the opportunity to tweet a pre-populated message on Twitter. By doing so, you will receive one (1) entry into the Sweepstakes. Limit: Each entrant may receive one (1) entry into the Sweepstakes per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winner may be required to show proof of being the authorized account holder. The

“authorized account holder” is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

6. Sponsor's Use of Submissions: Uploading a Submission constitutes entrant's consent to give Sponsor and its designees (Disney and Lucasfilm Ltd. LLC) a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

7. Winner Determination: Winners will be determined via the processes set forth below.

a. Contest: After the conclusion of the Promotion Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the two (2) entrants with the highest-scoring Submissions (the "First Prize Winners"), one (1) per Category; two (2) entrants with the next highest-scoring Submissions (the "Second Prize Winners"), one (1) per Category; and two (2) entrants with the next highest-scoring Submissions (the "Third Prize Winners"), one (1) per Category, from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Inventiveness (34%)
- Creative use of materials (33%)
- Video presentation (33%)

In the event of a tie, the entrant whose Submission received the highest score for Problem Solving, as determined by the qualified judges, in their sole discretion, will be deemed the applicable winner from among the tied entrants. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores. Potential Contest winners will be notified by email on or around February 28, 2018.

b. Sweepstakes: Sponsor's decisions as to the administration and operation of the Sweepstakes and selection of potential Sweepstakes winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries on or around February 28, 2018 and will notify the potential winner by email at that time.

8. Winner Requirements: Each potential Contest First Prize and Contest Second Prize winner (parent/legal guardian if a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. Canadian and United Kingdom winners will be required to complete an IRS Form W-8BEN. If the potential Sweepstakes winner is a Canadian resident, he/she will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive the prize. If the potential Sweepstakes winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information, within the required time period (as applicable), does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential Contest Prize winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. In the event that the potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner

by random drawing from among all eligible entries. Only three (3) alternate drawings will be held after which the prize will remain un-awarded.

9. Prizes:

a. Contest:

TWO (2) FIRST PRIZES (one (1) per Category): A vacation package for winner and three (3) guests to tour LucasFilm Headquarters in San Francisco, CA.

Vacation package consists of roundtrip, coach-class air transportation for four (4) between a major airport near winner's home (determined by Sponsor in its sole discretion) and San Francisco, CA; two (2) night's accommodations (one room, double occupancy); roundtrip ground transportation to and from airport and hotel; and one (1) \$500 littleBits.cc Gift Card. Winner must complete the vacation by February 28, 2019 or the prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to winner. Vacation must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and any blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. If trip destination is less than 250 miles from the winner's residence, winner will be provided \$200 in spending money for driving expenses in lieu of air transportation. Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel (as applicable). Unless child of winner, travel companions must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$10,150 USD. The ARV of travel may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

TWO (2) SECOND PRIZES (one (1) per Category): A life-size R2-D2 figurine signed by members of the cast of the film "The Last Jedi" and one (1) littleBits Code Kit. ARV: \$2,299.95 USD.

TWO (2) THIRD PRIZES (one (1) per Category): A \$200 Disney Store Gift Card and a littleBits swag bag (contents determined by Sponsor in its sole discretion). ARV: \$350 USD.

b. Sweepstakes:

ONE (1) SWEEPSTAKES PRIZE: A \$500 littleBits.cc Gift Card. ARV: \$500 USD. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

If a winner is a resident of the United States, they will receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize. If a winner is not a resident of the United States, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

For all prizes: Terms and conditions of gift cards apply. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. Non-trip Prizes will be fulfilled 8 – 10 weeks after end of Promotion.

10. Release: By participating in this Promotion and/or accepting a prize, each entrant agrees to defend, indemnify, release, and hold harmless Sponsor, Disney, Lucasfilm Ltd. LLC, Twitter, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent, affiliated and subsidiary companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state/province, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Submission: Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

14. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing errors or by any of the equipment or

programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

15. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan with the exception of those claims related to the fulfillment of prizes awarded for the Contest portion of the Promotion shall be resolved, individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court located in New York County; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <https://littlebits.cc/privacy-policy> and Administrator's Privacy Policy <http://www.HelloWorld.com/privacy-policy>.

17. Winner List: For a winner list, visit <http://bit.ly/2eJEr4N>. The winner list will be posted after winner confirmation is complete.

18. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

19. Unsubscribe: To opt out of future marketing messages from Sponsor, click [here](#).

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter.

© 2017 HelloWorld, Inc. All Rights Reserved.