Sony Electronics’ 2023 aibo Fall Photo Contest
OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MUST BE AT LEAST 18 (AL and NE, 19+) YEARS OF AGE AT TIME OF ENTRY. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES AND DC (EXCLUDING ILLINOIS, BALTIMORE, MARYLAND* & TERRITORIES). DO NOT ENTER IF YOU ARE NOT ELIGIBLE AT THE TIME OF ENTRY AND/OR DO NOT AGREE TO THESE OFFICIAL RULES.

1. THE CONTEST: Open and offered only to legal residents of the United States and the District of Columbia (excluding Illinois, Baltimore, Maryland* and territories), who are 18+ (19+ in AL and NE) years of age at time of entry. The Sony Electronics’ 2023 aibo Fall Photo Contest ("Contest") consists of (3) prizes for the most original, creative, and overall appealing Submission (defined below) reflecting how your aibo celebrates Fall. The Contest starts September 13, 2023 at 8:00:01 A.M., Pacific Time ("PT") and ends September 27, 2023 at 11:59:59 P.M. PT ("Contest Period"). ALL ENTRIES MUST BE RECEIVED NO LATER THAN 11:59:59 PM PT on September 27, 2023. Sponsor’s computer is the official clock for the Contest. Void in Illinois, Baltimore, Maryland*, U.S. territories, and where prohibited by law.

2. HOW TO ENTER – INTERNET ACCESS REQUIRED:
To enter the Contest the entrant must complete the following steps:
STEP 1: Entrant must be a member of the Sony aibo Community (USA) Facebook Group https://www.facebook.com/groups/aibo.community/ ("Contest Site") to submit entry.

STEP 2: Enter the Contest by submitting a post to the Contest Site with up to one (1) image that your aibo has captured through the My aibo App. Post must include the following hashtag: #aibofallphotocontest.

Entries submitted consistent with these Contest Rules and as determined by Sony judges may be displayed on the Contest Site or on other Sony websites, excluding details of entrant’s personal contact information.

3. SUBMISSIONS REQUIREMENTS: Submissions: (i) may not have been commercially available; (ii) may not have won or have been previously submitted to Sony or to any other contest, including third party contests; (iii) must be the exclusive original work of the entrant and made for the Contest; (iv) may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, as determined by Sony in its sole discretion; (v) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined by Sony in its sole discretion; (vi) may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (vii) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person’s personal or property rights or any other third party rights; (viii) may not contain commercial or corporate advertising, including but not limited to corporate logos, brand names and slogans, other than those relating to Sony Electronics Inc.; (ix) may not include any website URLs, viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise the proper conduct of the Contest; (x) may not use any watermarks or distinguishing artist marks (such as signatures); (xi) must be in the English language or accompanied with an English translation of the audio or visual text; and (xii) if found to be in violation of these Contest Rules will be disqualified and therefore may be removed from the Contest Site.
By submitting an entry, entrant represents that (i) Entrant has the unrestricted right to submit the entry; (ii) all persons whose name, or likeness appears in the Submission (“Entry Participants”) have unconditionally consented (including, with regard to, minors by way of parent or legal guardian), in writing, the right to their name or likeness in the entry and unconditionally granted entrant, in writing, the right to submit the entry subject to these Contest Rules, a copy of such writing will be furnished to Sony upon request; and (iii) the entry does not infringe upon any third party’s proprietary or other rights. No damaged, incomplete, forged or appropriated entries will be accepted.

4. **SELECTION OF WINNERS:** All eligible entries will be judged on or about October 4, 2023 by Sony, in its sole discretion and winners will be notified on or about October 5, 2023 via private Facebook Message. Entrants Submission(s) are judged on the following criteria:

- Creativity – 50%
- Technique – 25%
- Composition – 25%

In the event of a tie of the total amount of the judging criteria score, the judges will re-evaluate the tied entries according to the above criteria until the tie is broken.

5. **PRIZES AND ESTIMATED RETAIL VALUES (“ERV”): TOTAL OF THREE (3) CONTEST PRIZES:**

Three (3) winners will each receive one (1):

- aibo tumbler (ERV $20.00); and
- aibo tote bag (ERV $30.00) (ERV Prize package $50.00)

Total ERV Contest prize package $150.00 USD. The ERV represents Sponsor’s good faith determination. That determination is final and binding and cannot be appealed. All federal, state, and local taxes are the solely responsibility of winner.

**IMPORTANT:** Sony has no responsibility for a winner’s inability or failure to accept or utilize a prize as described herein. Prizes are not redeemable for cash. All prizes in this Contest are nontransferable, non-assignable and non-substitutable except that Sony may, at its sole discretion, substitute a prize or any component thereof with one of equal or greater value. Additionally, the winners may each receive a Form 1099 or other document in the amount of the actual value of the prize, as required by law. Persons under the age of 18 years (as of the date of entry) are not eligible to enter or win the Contest.

Potential winner must respond to Facebook Message within 48 hours from notification. If a potential winner is found to be ineligible, is not in compliance with these Contest Rules, does not respond to the email in a timely manner, is disqualified or forfeits prize for any reason, declines to accept the prize, or if the prize notification or prize is returned as undeliverable, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected per the judging criteria from all remaining non-winning entries received during the Contest Period. If after a good-faith attempt Sponsor is unable to award or deliver a prize, the prize will not be awarded.

6. **ELIGIBILITY:** The Contest is open only to persons who are legal residents of, and living within, the United States and District of Columbia (excluding Illinois, Baltimore, Maryland* and territories), 18+ (19+ in AL and NE) years of age, as of the date of entry except officers, directors, and employees (and members of their household and of their immediate families, i.e., parents, children, stepchildren, spouse, siblings, "step" of each and persons residing in the same household of such immediate family members) of Sony, its subsidiaries, affiliates, sales representatives, distributors, advertising/Contest/web design agencies and/or their affiliates, assigns or representatives; (hereinafter referred to collectively as "Sony & Others"),
and all other persons or entities associated with the development, administration, Contest, execution of, or supply to this Contest. One entry per person.

7. **RELEASE:** By acceptance of a prize, the winner releases Sony & Others, from and against any and all liability and claims or causes of action, including, but not limited to, personal injury, death, or damage to or loss of property with respect to all aspects of this Contest, including those arising out of participation in this Contest, any prize related activity whether sponsored by Sony & Others or third parties, or the acceptance or possession or use/misuse of the prize or any component of the prize.

8. **LIMITATIONS OF LIABILITY/INTERNET:** Sony & Others are not responsible for interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected entries or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, typographical, mechanical or electronic or for any damage to any person’s computer related to participating in the Contest. Sony & Others are not responsible for illegible, unintelligible, late, lost or stolen entries or incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical, typographical or human errors which may occur in the processing of any entries in this Contest. Any entrant who attempts to interfere with the proper play of this Contest will be disqualified from participation in the Contest. Persons found tampering with or abusing any aspect of this Contest, as solely determined by Sony, will be disqualified and may be subject to prosecution. If in the judgment of Sony, the Contest is compromised by viruses, bugs, non-authorized human intervention or other causes beyond the control of Sony, which corrupt the administration, security, fairness or proper play of the Contest, Sony reserves the right, in its sole discretion to discontinue, modify, suspend or terminate the Contest and proceed in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such discontinuation, modification, suspension or termination. Any personally identifiable information collected during an entrant’s participation in this Contest will be collected by Sony and used by Sony and its agents solely for purposes of the proper administration and fulfillment of the Contest as described in these Official Contest Rules or as stated in Sony’s Privacy Policy at [https://products.sel.sony.com/SEL/legal/privacy.html](https://products.sel.sony.com/SEL/legal/privacy.html) (for residents of US).

**ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SONY RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event of a dispute as to the identity of a potential winner based on an email address, the winning entry will be deemed to have been made by the Authorized Account Holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line 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 email address. **SONY MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.**

9. **DISPUTES:** Issues concerning the construction, validity, interpretation and enforceability of these Official Contest Rules shall be governed by the laws of the State of Delaware, United States. All disputes arising out of or connected with this Contest will be resolved individually, and without resort to class
action. Should there be a conflict between the laws of the State of Delaware and any other laws, the conflict will be resolved in favor of the laws of the State of Delaware. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys’ fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

10. **GENERAL:** By participating in the Contest, entrants agree to these Contest Rules and the decisions of Sony, which are final and binding in all matters and all respects relating to this Contest. This Contest is void in Illinois, Baltimore, Maryland, U.S. territories and wherever else prohibited by law.

By participating in the Contest and providing the Submissions to the Sponsor in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the Submission, and shall grant to the Sponsors and their respective successors, assigns and licensees a worldwide, gratuitous, irrevocable, exclusive and fully paid up license to copy, use, modify, reproduce, display, adapt, amend and transmit the Submissions for commercial purposes including without limitation, advertising and promotional purposes as well as in, on or in connection with the Submissions, the Contest or other promotions in all media now known or hereafter devised in perpetuity beginning on the date of entry, and hereby releases the Sony & Others, and their respective successors, assigns and licensees from any liability with respect thereto. Acceptance of a prize constitutes the winner’s consent to the use of her name, biographical information, photograph, and/or likeness for advertising and publicity purposes as determined by Sony or its designees without further compensation, except where prohibited by law. All federal, state and local laws and regulations apply. Sony & Others are not responsible for any entries and/or entries that are lost, late, undelivered, misdelivered or postage due mail.

* Baltimore zip codes: 21215, 21218, 21230, 21217, 21225, 21201, 21213, 21216, 21202, 21223, 21211, 21231, 21214, 21205, 21226, 21203, 21281, 21270, 21297, 21264, 21265, 21233, 21273, 21274, 21275, 21278, 21279, 21280, 21251, 21283, 21287, 21288, 21289, 21290, 21263, 21298.

11. **WINNERS LIST:** For the name of the winners, no later than December 5, 2023, send a self-addressed stamped envelope to: Sony Electronics’ 2023 aibo Fall Photo Contest Winners List, 16535 Via Esprillo, San Diego, CA 92127.

Sponsor: Sony Electronics Inc., 16535 Via Esprillo, San Diego, CA 92127.

Contest is in no way sponsored, endorsed, administered by, or associated with Facebook. Sony Electronics’ 2023 aibo Fall Photo Contest Rules may not be reprinted or republished in whole or in part without the prior written permission of Sony Electronics Inc.

Copyright 2023 Sony Electronics Inc. All rights reserved.