

T&C for Earth Day UGC Campaign

CONTEST OFFICIAL RULES

NOTICE: PLEASE READ THESE CONTEST OFFICIAL RULES CAREFULLY. THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND SEGWAY INC. (“SEGWAY”), AND ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO THEIR PARENT COMPANY, SUBSIDIARY, AFFILIATED COMPANIES, PREDECESSOR, SUBSEQUENT COMPANY, ADMINISTRATORS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AND SHAREHOLDERS).

ENTERING CONTEST SUBMISSION SHALL CONSTITUTE ACCEPTANCE OF THESE OFFICIAL RULES. IN AN EVENT YOU, AS A PARENT OR LEGAL GUARDIAN, ENTER SUBMISSION ON BEHALF OF YOUR CHILDREN, YOU HEREBY CONSENT TO AND APPROVE IN ALL RESPECTS THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES AND AGREE THAT BOTH YOU AND YOUR CHILDREN SHALL BE BOUND BY THESE OFFICIAL RULES. YOU ACKNOWLEDGE AND AGREE THAT YOU RECEIVE SUFFICIENT NOTICE OF THESE OFFICIAL RULES AND YOU AGREE TO THESE OFFICIAL RULES.

Promotion Terms	
Sponsor	Sponsored by Segway Inc. (“ Sponsor ” or “ We ”)
Promotion Title	Earth Day UGC Campaign (“ Promotion ”)
Promotion Period	The Promotion begins at 12:00 AM Pacific Time (“PT”) on April 16 th and ends at 11:59 PM PT on May 15 th , 2025 (the “ Promotion Period ”).
Prize & Rules for Winning	<p>There are a total of TEN prizes available in this Earth Day UGC Campaign! The Campaign includes two parts: 1. a UGC Contest; 2. an Email Giveaway.</p> <p><u>1. UGC Contest (total 9 prizes):</u></p> <p>The UGC Contest consists of three sessions:</p> <ul style="list-style-type: none">- Week 1: April 16th – April 22nd, winner announced on April 24th.- Week 2: April 23rd – April 29th, winner announced on May 1st.- Week 3: April 30th – May 7th, winner announced on May 8th.- Honorable Mentions: After week 3, we will announce a special Honorable Mention prize. Winners will be selected from videos submitted during Week 1–3. <p>Every week, we announce one winner for each session:</p> <ul style="list-style-type: none">- Week 1 winner: 1× Segway eKickScooter MAX G3- Week 2 winner: 1× Segway SuperScooter GT3- Week 3 winner: 1× Segway Xafari Electric Bike <p>Rules for winning:</p> <ul style="list-style-type: none">- You can join the UGC Contest at any time during the promotion period. However, entries submitted later will not be eligible for earlier weekly prizes.

	<ul style="list-style-type: none"> - Each participant may win only ONE weekly prize (e.g., if you win Week 1, you cannot win in Weeks 2 or 3). - You may still win an Honorable Mention prize even if you’ve already won a weekly prize. <p><u>2. Email Giveaway (total 1 prize):</u> We are also hosting a separate Email Giveaway during the Promotion Period. This giveaway is open to all Segway email newsletter subscribers.</p> <ul style="list-style-type: none"> - No purchase and payment required for participation. - One winner will be selected at random. - Prize is 1× Segway eKickScooter ZT3 Pro - Winning a UGC Contest prize does not affect your eligibility for the Email Giveaway. These two events are independent.
How to Enter	<p><u>1. Submission for UGC Contest:</u></p> <ul style="list-style-type: none"> - Post a video of at least 15 seconds long on Instagram or TikTok. - Tag with #takeitoutside - Must follow @SegwayUS on Instagram or @Segway on TikTok <p>*Helmets are recommended for all videos featuring a rider on a Segway product, but minors (under 18 years old) are required to wear a helmet.</p> <p><u>2. Email Giveaway:</u></p> <ul style="list-style-type: none"> - No action required if you’re already a subscriber of our newsletter. <p>NO ENTRY FEE. NO PURCHASE NECESSARY TO ENTER OR WIN.</p>

1. ELIGIBILITY: the “Promotion” is open to **continental 48 U.S.** residents who have an active Instagram and TikTok 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., 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 these 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) 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 (iii) 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.

e. Sponsor may deliver the Form 1099-MISC to winners. Winners are responsible for tax filing.

3. JUDGING AND SELECTION OF WINNER:

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. 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).

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 @SegwayUS, and TikTok account @Segway. The winners will also be individually notified via Instagram and TikTok direct message on the day of announcement. 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., 405 E. Santa Clara St., Arcadia, CA 91006, 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.

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.

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.

Governing Law and Arbitration. These Official Rules shall be construed and enforced in accordance with and governed by the laws of the State of California without regards to conflict of law principles. All disputes, controversies or claims arising out of or relating to these Official Rules or any breach hereof which cannot be settled amicably by you and Sponsor (the “**Parties**” and each a “**Party**”) shall be finally and exclusively settled by arbitration in the English language in Los Angeles County, California, U.S.A., under the then-prevailing Commercial Arbitration Rules of the American Arbitration Association. The arbitral tribunal shall have the right to grant injunctive relief, including interim relief, of any nature. The availability of such relief shall depend upon proofs and showings required under the governing law. Arbitral tribunal shall have the sole power to rule on any challenge to its own jurisdiction and all issues regarding arbitrability shall be decided solely by arbitral tribunal. Judgment on the award of arbitral tribunal may be entered by any court having jurisdiction to do so, and the Parties to these Official Rules hereby irrevocably consent and submit to the personal jurisdiction to such court for this purpose as well as for any and all other purposes in connection with these Official Rules. The Parties agree to keep confidentiality of any conduct, communication and information disclosed to the other Party made under Arbitration, including but not limited to the existence of the informal dispute resolution, mediation, the arbitration, the arbitral proceedings, the submissions made by the Parties and the decisions made by the arbitral tribunal, including its awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law.

Waiver of Class Action and Class Arbitration. To the extent permitted by law, the Parties agree that any disputes and/or controversies that one Party may have against the other Party (including its affiliates, shareholder, employees, officers and directors) arising out of and/or relating to the relationship of the Parties under these Official Rules, at law and/or in equity, including the matters subject to arbitration or otherwise, shall be resolved by binding individual and not class or representative arbitration. This agreement to arbitrate all disputes shall apply no matter by whom or against whom the claim is filed. Arbitral tribunal shall not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. Each Party agrees that it will not bring, join or

participate in any class action as to any claim, dispute or controversy it may have against the other Party (including its affiliates, shareholder, employees, officers and directors). The Parties waive the right to a trial by jury or to participate in a class action or arbitration either as a class representative or a class member. This waiver of class action, or class or representative arbitration's scope is broad and includes without limitation, any claims relating to any aspect of the relationship between the Parties. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above.

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. SPONSOR'S ADDRESS: marketing@segway.com