

## Terms and Conditions for "Shelly Smart Home Contest"

### 1. Contest organizer and official terms and conditions:

The online contest "Shelly Smart Home Contest," from now on referred to as "**the Contest**," is organized by Allterco Robotics EOOD, 103 Cherni Vrah Boulevard, 1407 Sofia, Bulgaria, from now on referred to as "Contest Organizer or "**the Organizer**".

Contest participants are required to comply with the terms and conditions of the Contest described below, referred to as "**the Terms and Conditions**". The Terms and Conditions of the Contest will be available throughout the whole period of the Contest here, on the <https://shelly.cloud/contest> website.

These Terms and Conditions are in the English language only. By sending his/her Project, each participant in the Contest confirms his/her express wish that these Terms and Conditions and any related documents be written in the English language.

By participating in the Contest, each participant agrees to abide by the terms of these Terms and Conditions and by the decisions of the Organizer, which shall be made in all cases in its sole and absolute discretion and are final and binding on all matters relating to the Contest. By entering the Contest, you acknowledge that you have read and agree with these Terms and Conditions and shall comply with them and any applicable laws that might be related to it.

The Contest Organizer reserves the right to amend or supplement the Terms and Conditions, with the changes coming into force after being published on the <https://shelly.cloud/contest> website.

To participate in the Contest, you need to:

- Build a unique, your own smart home project with an original idea using Shelly devices and show us how Shelly devices can be used to make life easier and more exciting by uploading it in any social media or DIY platform ("**the Project**");
- Take a photo/video or write an article of your project with a step-by-step guide for its execution. The guide shall have the following content ("**the Project Content**"):
  1. Project Executive summary
  2. Parts needed
  3. Steps:
    - 3.1. Shelly Installation
    - 3.2. Wiring / installation diagram / video
    - 3.3. User interface settings (over Shelly.cloud app or some other application)
    - 3.4. Integration with other systems
    - 3.5. final product video – use case / execution
  4. conclusions
- Upload your Project on your social media or an internet platform where the Project will be available without restrictions. You are free to upload it to any social media YouTube, Facebook, Instagram, Reddit, personal blog, in publicly available DIY (do-it-yourself) dedicated websites such as Instructables, Electromaker, DoItYourself.com, Maker Media,

Hackday or any other of your choice.

- Fill in the submission form for the Contest, providing us with a direct link to your Project;
- The links to the Projects will be shared on our contest page on <https://shelly.cloud/contest>. The submission period for the Projects will start on 12.10.2021 (from 10:30, CET+2) and will end on 03.11.2021 (until 23:59, CET+2). (The Projects will be available for poll voting on contest page on <https://shelly.cloud/contest> within the period 08.11.2021 (from 00:00, CET+2) – 14.11.2021 (until 23:59, CET+2);
- The TOP 3 projects that have received the highest number of likes shall receive a reward.

No purchase is required to enter the Contest.

The Contest is entirely skill-based and contains no elements based on chance.

**Only eligible Projects will be taken into account for the final selection and rewards. Please see the section “Additional Requirements”.**

**The Contest requires the upload of the Projects on a publicly available platform or social media, in which cases the following shall apply: The Contest may be advertised on or accessed or entered through one or more social media platforms, such as Facebook, Twitter, YouTube Pinterest and etc. However, the Contest is in no way sponsored, endorsed, or administered by, or associated with, any such social media or DIY (do it yourself) platforms (websites). Each Participant agrees to comply with all terms and policies governing such platforms in connection with the Contest.**

The Contest requires each Participant to fulfill a Submission form sharing the following information:

- Name;
- E-mail;
- Smart Home Project’s name;
- Short description of the Smart Home Project;
- Shelly devices used in the Smart Home Project;
- Direct link to the social media/ platform where the Project is submitted.

On the <https://shelly.cloud/contest> website the Organizer will display the following information for each Participant:

- Author’s name;
- Smart Home Project’s name;
- Short description of the Smart Home Project;
- The direct link to the social media/ platform where the Project is submitted.

## **2. Contest duration:**

The Contest will run from **Tuesday 12.10.2021 (from 10:30, CET+2) (“the Start date”)**, until **Wednesday 03.11.2021 (until 23:59, CET+2) (“the End date”)**. The contest period may be shortened or extended from the pre-announced end date by a decision of the Organizer, which will be published here, on the [www.shelly.cloud](http://www.shelly.cloud) website.

The Organizer reserves the right to suspend, modify, or terminate the Contest at any time for any

reason, in its discretion, including without limitation in the event of fraud, abuse, tampering, technical, administrative, financial, or other difficulties. In such cases, the Organizer will post a notice on the <https://shelly.cloud/contest> website.

### **3. Territory:**

Worldwide (no limitations).

### **4. Right to participate:**

Participant is every person, who has published a Project in a social media, DIY website or platform and have sent a direct link to the Project by fulfilling the submission form.

Entry into the Contest is open to all Shelly users worldwide, 18+ years old, excluding the management and employees (or family members of a manager or employee) of Allterco Robotics EOOD, including its affiliate companies, subsidiary companies, and advertising agencies who are not eligible to enter the Contest.

If on the Start Date you are a "minor" meaning that you are under the age of 18, regardless of the age of majority in your jurisdiction, you must obtain permission from your parent or legal guardian, and your parent or legal guardian must consent to be bound by these Terms and Conditions as if he or she were Participant, before you submit an entry. The Organizer reserves the right to require minors to submit proof of parental/guardian permission and consent to these Terms and Conditions at any time, without which they may be immediately disqualified from the Contest.

The Contest is entirely skill-based and contains no elements based on chance. The standards applied during the judging process focuses on assessing each entry's properties (including eligibility of the Participant, eligibility of the Projects and the Project Content). By the mere submission of a Project, the Participant acquires no automatic right to be admitted to participation in the Contest or to be awarded a prize, nor any other right except for the right to have such entry reviewed and evaluated subject to these Terms and Conditions.

The judgement about the eligibility of a Participant, a Project and/or a Project Content, as well as about their awarding is incontestable and belongs entirely to the Organizer. The decisions of the Organizer will be final. The Organizer will not correspond with participants about their eligibility, the eligibility of their Project and/or a Project Content or the determination of the winners other than as expressly provided in the Terms and Conditions.

Any Participant may withdraw from the Contest at any time by contacting the Organizer by email at [marketing@allterco.com](mailto:marketing@allterco.com) specifying the name of this Contest and any other relevant information. The Organizer shall not be liable for any acts or omissions, publications in the media, posts of links to the Projects, use of the Project Content etc. before the date of the withdraw.

### **5. Rewards description:**

Each Participant in the Contest, who has complied with the requirements for participation set in these Terms and Conditions and have submitted Project according to the provisions shall receive

EUR 20 in coupons for each eligible Project submitted as a participation's reward for purchasing Shelly products from the website: <https://shop.shelly.cloud/>. The participation's coupon shall be given for each submitted Project which is in compliance with the requirements for participation in the Contest. For lack of doubt the Organizer will not provide or will reject to provide coupon for participation of a participant who has not submitted Project according to the requirements set here. The Organizer will provide the coupons for participation of the Contest to the Participants after 15.11.2021.

The Shelly projects which have received the greatest number of votes win awards in coupons for purchasing Shelly products from the website: <https://shop.shelly.cloud/> as follows:

- 3<sup>rd</sup> place – EUR 100 in coupons;
- 2<sup>nd</sup> place – EUR 150 in coupons;
- 1<sup>st</sup> place – EUR 250 in coupons.

The most innovative and creative Project, selected by a special commission of the Organizer, will be rewarded with EUR 100 in coupons for purchasing Shelly products from the website: <https://shop.shelly.cloud/>.

Each coupon can be used only in accordance with the terms and conditions stated therein. Coupons can only be used for purchasing Shelly branded product from the website: <https://shop.shelly.cloud/>. Coupons are not exchanged for money.

Each coupon provided under this clause 5 will be valid until 31 March 2022.

The EUR 20 coupons provided for participation in the Contest are not valid and cannot be used during promotional campaigns, as well as in respect of purchasing promotional or discounted products and cannot be combined with other coupons.

## **6. Additional Requirements:**

Without limiting that requirement, each participation in the Contest also must comply with the following:

The Projects must be innovative and showing in practice how a Shelly product can be applied in your home;

The Projects must be created within the period not earlier than 1 May 2020 until the End day.

The Projects must not involve any installation or usage in non-compliance with its intended purpose and/or safety instructions of the manufacturer;

Each Participant may participate in the Contest with not more than 2 (two) Projects. If a Participant uploads and provides more than 2 (two) Projects only the first 2 (two) provided will be admitted to participate in the Contest and will be available for voting. The Organizer will not provide participation's coupon for the Projects uploaded by a Participant for the exceeded

number of eligible Projects as shown here.

The link to your Project must be publicly available and accessible free of charge;

The Projects must be published after the Start date of the Contest;

The Projects must be accessible during the entire period of the Contest and two weeks thereafter; Projects must not be created or submitted through any software-generated, robotic, programmed, script, macro, or other automated method;

The Project must not have participated in previous edition(s) of the Contest.

The Projects must be entirely the original work of the Participant. If persons other than the Participant have contributed to an entry, the Participant must have the written permission from each contributor prior to submitting the entry;

The Project must not violate any third party rights, including intellectual property rights;

The Project must not violate or damage the reputation of the Shelly products;

The Project must not be related or refer to competitive products or brands;

The Project must not be: (i) threatening, harassing, degrading or hateful; (ii) defamatory; (iii) fraudulent or tortious; (iv) obscene, indecent or otherwise objectionable; (v) deemed to cause feelings of disharmony, enmity, hatred or hostility between different religious or racial groups; (vi) protected by copyright, trademark, patents, utility models, design patents or other proprietary right without the express prior written consent of the owner of such right; or (vii) dangerous or potentially dangerous, or that would encourage dangerous behavior from viewers, such as use of explosives and/or harmful substances; or (viii) contrary to the applicable law or governmental policies of any country whose residents are eligible to enter the Contest;

The Project must not contain any material that (a) would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense or (b) that violate any applicable statute, regulation, order, rule, treaty, or other ("**Law(s)**") or the Terms and Conditions of the Contest;

The Project must not be sent per e-mail or uploaded on a link containing or directly or indirectly introducing any type of hazard software, computer viruses, worms, software bombs or other similar items, that could cause loss of operational efficiency, loss of data or other damages to the systems and equipment of the Organizer or third parties;

The Project must not be provided by any non-eligible person(s);

Projects and/or Participant that do not comply with these additional requirements or any other requirements under these Terms and Conditions shall not be considered eligible. In such case the Organizer will have no responsibility for, and will have the right to refuse in its discretion, any Projects including not sharing on Facebook and/or not providing the reward for it.

## **7. Selection**

[Within the period 08.11.2021](https://shelly.cloud/contest) (from 00:00, CET+2) – 14.11.2021 (until 23:59, CET+2) visitors to the <https://shelly.cloud/contest> website will have the chance to vote for all submitted Projects for their eligibility and creativity. Each person can vote only ones for one Project chosen by him/

her.

The Organizer can post on its business webpages or pages on Facebook <https://www.facebook.com/makeloTsimple>, including within the Facebook group Shelly support group (English Version) at <https://www.facebook.com/groups/1686781668087857> all the Projects submitted on <https://shelly.cloud/contest>. Any posts of link to Projects and/or Project content on the business page on Facebook <https://www.facebook.com/makeloTsimple> including Facebook group Shelly support group (English Version) at <https://www.facebook.com/groups/1686781668087857> that has not been made by the Organizer will be disqualified from the Contest. The Organizer reserves the right to delete any such posts from the business page on Facebook without any further notification.

You can invite your friends, colleagues, and coworkers to vote for your project and increase the number of votes for your Project to be rewarded.

All votes must be voluntary and uncompensated. Votes may not be cast by any automated method. Participants may not vote for their own Projects, may not compensate anyone in exchange for votes, or otherwise obtain votes through fraud, coercion, or other unfair means. The Organizer reserves the right to exclude any number of votes that have been obtained in violation of these Terms and Conditions.

The **TOP 3** projects with the **highest number of votes** will receive rewards as stated in Art. 5 of these Terms and Conditions.

In case we do have projects with the same number of likes that qualify for winners each of this Projects will receive reward in coupons according to its place of ranking shown in Art. 5 of these Terms and Conditions.

Winners will be announced on **15.11.2021**, 16:00 (CET+2), and these will be the projects with the highest number of votes. Winners' announcement will be made on our website: [www.shelly.cloud](http://www.shelly.cloud) as well as on our Facebook business page: <https://www.facebook.com/makeloTsimple>

## **8. Reward Collection:**

The coupons will be sent to the e-mail address of the participant filled in the submission form for participation in the Contest.

All the coupons will be sent within one week as of the date on which the winners are announced.

The participant(s) will be solely responsible for complying with any and all applicable statutes, laws (including, without limitation, common law, if applicable), rules and regulations and for bearing any personal income tax, VAT, withholding taxes, customs duties, or other taxes, fees, insurance, surcharges or other costs relating to receiving, claiming or collecting any prize.

## **9. Limitation of Liability**

The Organizer is entitled to reject to provide a Reward to a participant that was not eligible to participate or whose participation in the Contest is in non-compliance with the Terms and Conditions of the Contest or the applicable law as well as in case of alleged fraudulent actions on

the part of the participant.

The Organizer shall not be liable for any not delivered rewards due to technical reasons on the Internet or the provider of the e-mail service or due to any other reason beyond the Organizer's reasonable control.

The Organizer shall not be liable for any acts or omissions, crimes or further violations of the applicable law of any country which law might apply, violation of third party rights, including intellectual property rights as well as for damages caused by any Participant in the Contest and/or its Project(s).

The Organizer shall not be liable for any actions undertaken by the social media, DIY platforms (website) where the Projects were uploaded, including but not limited to any account payments that might be required, any bans or restrictions, removal of content etc. Any Participant shall know the terms and conditions of the relevant social media, DIY platform (website) where he/she has chosen to upload its Project and comply with them.

The Organizer shall have no responsibility for, and will have the right to refuse in its discretion, any Projects and Project Content that have been tampered with, or that are misdirected, incomplete, non-conforming, corrupt, lost, late, or ineligible, whether due to Internet or e-mail server failure or otherwise. Proof of transmission of an entry shall not constitute proof of receipt. It is each Participant's responsibility to keep Organizer informed of any changes to Participant's contact or other information during the Contest.

Organizer's determination that a Participant, a Project and/or a Project Content is (or is not) eligible, as well as the decision of the Organizer to award it or not will be conclusive, and the Organizer shall have no liability to any Participant or any other person in connection with such determination.

The Organizer has no obligation to award a prize if doing so would violate these Terms and Conditions or is prohibited by the applicable laws. Organizer's determination that a participant is (or is not) legally prohibited from entering or receiving a prize will be conclusive, and the Organizer shall have no liability to any Participant or any other person in connection with such determination.

The Organizer shall not be liable for not providing a reward in case of legal restrictions on payments, dealing or providing goods or services in sanctioned countries.

Further, to the maximum extent permitted by law, by entering the Contest, each Participant releases and holds harmless the Organizer from any and all responsibility, liability, damages (including, without limitation, direct, indirect, incidental, consequential, punitive, statutory, and other damages), losses, costs, or expenses of any kind arising out of or relating to:

- (a) participation in the Contest, including but not limited to disputes among individuals claiming to have contributed to any winning entry;
- (b) any violation by the Participant of these Terms and Conditions, the Policies, or applicable laws;
- (c) misappropriation, infringement, or other violation of any third party rights on the Project and/or the Project Content (including intellectual property rights);
- (d) the acceptance, possession, receipt, or use of any prize or any item purchased with it;
- (e) any Projects, Project Content that have been tampered with or that are misdirected,

incomplete, non-conforming, corrupt, lost, late, or ineligible;

(f) any problems or technical malfunctions (including but not limited to errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) of any equipment, software, network or provider, including any incorrect, incomplete information resulting therefrom;

e) any Internet traffic congestion or website accessibility or delays;

(g) errors in any Contest-related materials or any other technical or human error that may occur in connection with the Contest;

Without limiting the generality of the foregoing, the organizer shall not be liable for any lost profits or any special, incidental, indirect, punitive, exemplary, or consequential damages arising out of the contest, howsoever caused, whether arising in statute, tort (including, without limitation, negligence) contract, other legal theory or otherwise, and all such damages are hereby disclaimed and excluded.

#### **10. Use of Personal Information.**

The participation in the Contest does not require any registration of an account but filling in a submission form stating name and e-mail of the Participant. The relevant social media or DIY platform chosen by the Participant might require registration of an account which may require submission of personal data. The Organizer shall not be responsible for the processing of these data by the relevant social or DIY platform. Any Participant shall inform her/his self about the Privacy Policy applied the administrator to the relevant social media or DIY platform.

In case that the link where the Project is accessible contains publicly available personal data, such as but not limited to author's name, contact details, account/profile data, nationality, etc. by specifying the link in the submission form you agree that the link and your personal data available on it to be shared by the Organizer on the <https://shelly.cloud/contest> website and on the Organizer business page on Facebook: <https://www.facebook.com/makeloTsimple> or within the Facebook group Shelly support group (English Version).

Further information on data processing is available in the Privacy Statement of the Contest.

#### **11. Representations.**

By entering the Contest, each Participant represents and warrants that: (a) the he/she meets all eligibility requirements of the Contest, including these regarding the Project and the Project Content; (b) in entering and participating in the Contest, the Participant has complied and will comply in all respects with these Terms and Conditions, the Policies, and all applicable statutes, laws (including, without limitation, common law, if applicable), rules and regulations; and (c) the information provided in by the Participant, including without limitation all contact information, is true, accurate, and complete in all respects.

By entering the Contest, each Participant covenants, represents and warrants that he/she have obtained all necessary licenses, rights, consents, permissions and waivers to use and grant all of the rights in his/her Project Content granted under these Terms and Conditions in and to such Project Content and that he/she will comply with any requirements or restrictions imposed by

these Terms and Conditions.

## **12. Publicity:**

**Ownership and right in Projects:** These Terms and Conditions do not grant us (and we do not claim) any ownership rights in Your Project.

**Our Use of Your Project Content (photos, images, videos, drawings etc.).** By providing us with link to your Projects Content you grant to us and our affiliates a world-wide, royalty-free, fully paid-up, perpetual, non-exclusive, transferable, and fully sub-licensable (through multiple tiers) right and license (but not the obligation) to reproduce, distribute, redistribute, modify, translate, adapt, prepare derivative works of, display, perform (each publicly or otherwise) and otherwise use all or part of the Projects Content related to the Project (including but not limited to videos, images etc.), by any and all means and through any media and formats now known or hereafter discovered, but solely in connection with the Contest and the Shelly products and/or our business activities (such as, without limitation, for promoting and marketing the Shelly product) and/or to comply with legal or technical requirements. Additionally, to the extent permitted under applicable law, you hereby waive and agree not to assert any and all rights that you may have under laws worldwide that concern "moral rights" or "droit moral," or similar rights, in connection with the Project Content.

**Posting and sharing your Project Content:** By posting, providing, uploading, submitting, sharing, publishing, distributing, making available or allowing others to access and/or use Your Project Content to or through the social media or DIY platform of your choice, including by providing us a link thereto for the purposes of the Contest, you are solely responsible and liable for the consequences of doing so and you acknowledge and agree that Your Project Content can and may be viewed worldwide. If you choose to make your personal information publicly available through fulfilling the submission form of the Contest, the relevant social media, DIY platform and Projects Content you do so at your own risk.

## **13. Governing Law:**

By entering the Contest, Participants agree that these Terms and Conditions will be governed by and construed in accordance with the laws of Bulgaria. The laws of such jurisdictions shall govern without reference to the conflicts-of-laws rules thereof. In addition, by entering the Contest, Participants agree that any claim, action or dispute arising under or relating to this Agreement will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the Republic of Bulgaria. By entering the Contest, each Participant submits to the jurisdiction of this court and waives any objection to this court, whether on the basis of jurisdiction, venue, inconvenience of the forum, or otherwise. Notwithstanding anything to the contrary, nothing will prevent the Organizer from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.

## **14. Miscellaneous:**

If any part of these Terms and Conditions is held by a court of competent jurisdiction to be invalid,

illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of and the remaining parts of these Terms and Conditions will remain in full force and effect.