

## OFFICIAL CONTEST RULES

Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and each GoPro's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. ALL DETERMINATIONS MADE BY GOPRO OR ADMINISTRATOR ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

BY PARTICIPATING, ENTRANT ACKNOWLEDGES THAT THEY ARE PARTICIPATING AT THEIR OWN RISK AND THAT NEITHER THE ADMINISTRATOR NOR GOPRO IS RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY ENTRANT AS A RESULT OF PARTICIPATION IN THIS CONTEST. PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CONTEST. PARTICIPANTS AGREE TO ABIDE BY ALL APPLICABLE LAWS.

**1. OVERVIEW:** The GoPro of the World Powered by The Pinkbike Contest (the "Contest") is a video submission skill based contest presented by GoPro, Inc. ("GoPro") and administered by Pinkbike (the "Administrator"). The Contest consists of the following:

(a) five (5) monthly rounds, wherein from each Monthly Entry Period (as defined below) of the Contest Period (as defined below), the Judging Panel (as defined below), will judge and choose ten (10) monthly finalists from all the Displayed Submissions (as defined below), submitted during the Monthly Entry Period based on the Judging Criteria (as defined below) for entry into the Monthly User Voting Period (as defined below), wherein Administrators users will vote on their favorite of the top 10 monthly Displayed Submissions during the Monthly User Voting Period and the Displayed Submission with the highest, second highest, and third highest number of votes during the Monthly Voting Period according to the voting set forth in section 8 below will win the Monthly First Place, Second Place, or Third Place Prize (as applicable); and

(b) one (1) Grand Prize bracket-style voting competition where the Administrator's users will vote on the top 16 Displayed Submissions as selected in section 6 below to select one winner (the "Grand Prize Winner").

Throughout the Contest Period, video Submissions will be accepted via upload from the Website and, using the Judging Criteria, will be judged by the Judging Panel, who will then select such Submissions for display on the GoPro Network (as defined below) (each, a "Displayed Submission"). Not all Submissions will be displayed on the GoPro Network or the

Website as the Judging Panel will select the best Submissions, according to the Judging Criteria for such display. The Displayed Submissions may be edited, cut-down, modified, tagged and branded with advertising and logos of the Contest Entities.

**2. ELIGIBILITY:** The Contest is open to GoPro users worldwide who: (i) at the time of entry, are at least 13 years of age or older; and (ii) have not purchased anything for the purpose of entering the Contest (collectively, the "Eligibility Criteria"). For purposes of this Contest, "Entrant" means the person who actually submits the Submission (as defined below) on behalf of himself/herself individually or with respect to participation of a minor (as defined in his or her state of residence), such individual shall clear his or her participation in the Contest and his or her understanding of these Official Rules with his or her parent or legal guardian(s) who shall also be the Entrant for such individual hereunder. Employees of GoPro and Administrator, GoPro's and Administrator's parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to GoPro or Administrator through an outsourcer or temporary employment agency during the Contest Period (collectively, the "Contest Entities"), and their respective immediate family members and persons living in their same household whether related or not, are not eligible to participate in the Contest. Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules ("Official Rules"). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

**3. TIMING:** The Contest begins at 12:00:01 p.m. Pacific Time ("PT") on June 29, 2016 and ends at 11:59:59 p.m. PT on November 30, 2016 (the "Contest Period") and consists of five (5) monthly entry periods, five (5) monthly judging periods, and five (5) monthly voting periods. All Submissions must be entered into the Contest during the applicable Monthly Entry Period. All Submissions to be considered for the Monthly Voting Period must be submitted by the last calendar day of the applicable month (each a "Monthly Entry Period"). On or around the 15th of each month, the Judging Panel will then select the ten (10) highest scoring Displayed Submissions entered during the Monthly Entry Period (each a "Monthly Judging Period"). The 10 highest scoring Displayed Submissions each Monthly Judging Period will then be voted on by the Administrator's users as set forth in Section 8 below. On or around the 22nd of each month, the Displayed Submission with the highest amount of user votes will be named a Monthly First Place Winner, the Displayed Submission with the second highest amount of user votes will be named a Monthly Second Place Winner, and the Displayed Submission with the third highest amount of user votes will be named a Monthly Third Place Winner. All Submissions to be considered for the Grand Prize must be entered into the Contest during the Contest Period. All Winners will be selected as set forth in Section 6 below. Administrator's server shall be official clock of the Contest.

**4. HOW TO ENTER:** Any Entrant may register for the Contest by visiting [Pinkbike.com/contest/gopro](http://Pinkbike.com/contest/gopro) (the "Website") during the Contest Period and then navigating to the Contest registration page.

**5. ENTRY REQUIREMENTS:** By entering a video (a “Submission”), the Entrant certifies, represents, and warrants that (i) the Submission is Entrant’s original video or audio visual content, footage and photographs– using a GoPro camera - 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 when used as contemplated in these Official Rules; (ii) has all rights and licenses necessary to grant to GoPro the rights granted to the Submissions and Appearances (defined below) and (iii) consists of one (1) video that conforms to the following Submission Guidelines and Restrictions (collectively, the “Entry Requirements”):

### **Submission Guidelines**

- Shot on a GoPro camera
- Videos must be in MP4 format in HD or Higher Resolution (720p, 1080p, 1440, 2.5k, 4k) with no watermarks.
- Must not be of poor visual and/or audio quality.
- Submission must be original.
- No duplicate Submissions may be submitted.

### **Submission Restrictions**

- Submission must not have been submitted as a previous entry in a previous rendition of the GoPro of the World Powered by PinkBike contest.
- 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.
- Submission does not contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical material) without written permission;
- Submission must not disparage the GoPro or any other person or party affiliated with the Contest.
- Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous.
- Submission cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.

- Submission cannot be violent or promote firearms/weapons.
- Submission cannot promote alcohol, illegal drugs or tobacco.
- Submission cannot defame, misrepresent or contain disparaging remarks about people, brands, products or
- Submission cannot 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
- Submission must not contain unsportsmanlike conduct, extraordinarily dangerous acts, or reckless acts.
- Submission cannot communicate messages or images inconsistent with the positive images and/or goodwill to which the GoPro wish to associate.
- Submission must not depict products or brands competitive with those of the GoPro, as determined by the GoPro in its sole discretion.
- Submission cannot depict illegal activity and cannot itself be in violation of any law.

Compliance with the foregoing requirements shall be determined by GoPro in its sole discretion. GoPro and/or Administrator may, in their sole discretion, remove, discard and/or disqualify any Submission that is deemed to be inappropriate or otherwise non-compliant with these Official Rules.

These Official Rules govern GoPro's (and its designee(s)) use of Entrant's name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information ("Appearances") as included in the Submission, to the extent that Entrant recognizably appears in the Submission, Entrant grants to the GoPro (and its designee(s)) the right to use the Appearances within or in connection with the Submissions, in any and all media now known or hereafter created, including, but not limited to, the GoPro Network, as necessary to exercise the rights granted in these Official Rules without attribution, compensation, additional compensation, notification, permission, or consent.

The GoPro does not claim any ownership rights of Submission nor the Appearances including all intellectual property rights, rights of publicity or privacy and moral rights therein. GoPro owns all right, title and interest in and to any and all GoPro Materials (defined below) (excluding the Submission and Appearances), including all intellectual property rights, rights of publicity or privacy and moral rights therein.

## **6. SELECTION OF WINNERS:**

All eligible Submissions will be judged by a panel of judges who are skilled in the fields of creative, marketing, media, advertising, and/or bicycling (the "Judging Panel").

### **Monthly Winners**

On or about the 15th of each month following the close of each respective Monthly Judging Period, the Judging Panel, using the Judging Criteria set forth below, will select the top ten (10) Displayed Submissions from all the eligible Displayed Submission for that Monthly Entry Period. The Administrator's users will then vote for their favorite clip during the Monthly Voting Period and as set forth in Section 8 below. On or around the 22nd of each month, (1) the Displayed Submission with the highest amount of user votes will be named a Monthly First Place Winner and receive the Monthly First Place Prize set forth below, (2) the Displayed Submission with the second highest amount of user votes will be named a Monthly Second Place Winner and receive the Monthly Second Place Prize set forth below, and (3) the Displayed Submission with the third highest amount of user votes will be named a Monthly Third Place Winner and receive the Monthly Third Place Prize set forth below.

### **Grand Prize Winner**

The Grand Prize Winner will be determined by a 16 seed bracket-style vote. The five Monthly First Place Winners, the Five Monthly Second Place Winners, and the five Monthly Third Place Winners are automatically entered into the user voting bracket. On or about December 22, 2016, the Judging Panel, using the Judging Criteria, will select the highest remaining Displayed Submissions that did not win a Monthly First Place, Second Place, or Third Place Prize for entry into the Grand Prize bracket vote until there are 16 Displayed Submission finalists. The Judging Panel will then rank the 16 Displayed Submission finalists using the Judging Criteria. Each round of voting will be open for four days or as determined by the Administrator in its sole discretion. Subject to the terms of Section 8, each Displayed Submission with the highest number of votes in each match-up per round will move on to the next match-up in the next round until the Grand Prize Winner is selected.

**7. JUDGING CRITERIA:** The Winners will be determined by the Judging Panel based on the following criteria:

- Composition and Framing (25%);
- Perspective and Degree of Difficulty of Shooting (25%);
- Performance and Style (25%); and
- Overall Beauty and Lighting (25%).

(collectively, the "Judging Criteria").

The Judging Panel will decide the Winners at their sole discretion. One (1) Grand Prize Winner and five (5) Runner-Up Winners will be determined. THE DECISIONS OF THE JUDGING PANEL ARE FINAL AND BINDING AS TO ALL ENTRANTS.

**8. VOTING:** During the Contest Voting Period, consumers will be able to “vote” on their favorite Displayed Submissions via the Contest Website. Each person is limited to one (1) vote per day. Any use of robotic, macro, automatic, programmed or like voting methods will void all such votes. Any attempt by an Entrant and/or his/her respective family/friends to vote more than the number of times authorized herein using multiple names, accounts, email addresses, paying or retaining third parties to create accounts for the purposes of voting and/or any other fraudulent mechanism, as determined by GoPro or Administrator in their sole discretion, shall give GoPro or Administrator the right to disqualify such Entrant in their reasonable discretion. Any attempt by any person to fraudulently circumvent the voting restrictions in order to cast multiple votes will result in disqualification of all such votes received and may result in disqualification of the Finalist for whom the improper votes were received if the GoPro or Administrator determines that that Finalist was involved in any way in the perpetration of such fraud. At the end of the applicable Monthly Voting Period, the Displayed Submission receiving the highest number of votes will be declared the Monthly First Place Winner, the Displayed Submission receiving the second highest number of votes will be declared the Monthly Second Place Winner, and the Displayed Submission receiving the third highest number of votes will be declared the Monthly Third Place Winner. In the event of a tie, the winner will be determined by the Finalist's Entry receiving the highest score (as originally judged) using the Judging Criteria.

**9. NOTIFICATION AND VERIFICATION:** All Winners will be notified on GoPro's website (i.e. gopro.com) or GoPro's social media pages (Facebook, Twitter) or notified individually via email and may be required to sign, notarize and return, within ten (10) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 or W-BEN Form and where allowable, a Publicity Release (individually a “Release” and collectively, the “Releases”). These Releases will require Winners to furnish his/her Social Security Number, or other tax identification information, for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate Winner with the next highest judging score may be notified. 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 the GoPro, the GoPro 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 a Release is not timely received, is incomplete or modified, the applicable prize may be forfeited and awarded to an alternate Winner. 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. 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 GoPro, GoPro reserves the right to revoke a prize and disqualify the Submission. "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 email address. No automatically generated entries will be accepted.

**10. PRIZES:** There are five (5) Monthly First Place Prizes, five (5) Monthly Second Place Prizes, five (5) Monthly Third Place Prizes, and One (1) Grand Prize.

**FIVE (5) MONTHLY FIRST PLACE PRIZES**

Five (5) Monthly First Place Winners will each receive one thousand and two hundred dollars (\$1,200).

Total ARV of each Monthly First Place Prize is \$1,200

Total ARV of all Monthly First Place Prizes is \$6,000

**FIVE (5) MONTHLY SECOND PLACE PRIZES**

Five (5) Monthly Second Place Winners will each receive eight hundred dollars (\$800).

Total ARV of each Monthly Second Place Prize is \$800

Total ARV of all Monthly Second Places Prizes is \$4,000

**FIVE (5) MONTHLY THIRD PLACE PRIZES**

Five (5) Monthly Third Place Winners will each receive one GoPro Hero4 black edition.

Total ARV of each Monthly Third Place Prize is \$499

Total ARV of all Monthly Third Place Prizes is \$2,495

**ONE (1) GRAND PRIZE**

One (1) Grand Prize Winner will receive fifteen thousand dollars (\$15,000).

Total ARV of the Grand Prize is \$15,000.

Total ARV of all Prizes is \$27,495

**11. ADDITIONAL PRIZE TERMS:**

Prizes are not assignable or transferable and may not be sold. Winners are responsible for all federal, state, local and income taxes associated with winning prize. Winners will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

By accepting a prize, each Winner further agree to release the GoPro, from any and all liability, loss or damage of any kind arising out of or in connection with Winners' participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

No confidential relationship is established by any Entrant and the Contest Entities as a result of entering the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data under any obligation. Potential Entrants do not receive by way of or under the Contest any intellectual property or other rights in any copyrights, patents, trademarks, trade names, technology, trade secrets or know-how of the GoPro or any third party.

The prizes are a single indivisible package; and any refusal of a Winner (or potential Winner as the case may be) to accept any terms or any portion of a prize package or any attempt to transfer, sell, fail to cooperate with, renounce, repudiate and/or refuse any part of a prize package may immediately disqualify the Winner (or potential Winner) from the Contest and/or cause such Winner (or potential winner) to forfeit all or any portion of the prize package in the GoPro's sole discretion. In the event of disqualification of a Winner, GoPro may select the Entrant with the next highest ranking as determined by the Judging Panel as the Winner. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

**12. GRANT OF RIGHTS:** EACH ENTRANT WILL, JOINTLY AND SEVERALLY, INDEMNIFY AND HOLD HARMLESS (I.E., ENTRANT WILL BE FULLY LIABLE, INDIVIDUALLY, TO PAY ANY AND ALL DAMAGES), CONTEST ENTITIES FROM ANY FEES, ROYALTIES, COSTS AND EXPENSES (COLLECTIVELY, "COSTS") ARISING OUT OF ANY THIRD PARTY CLAIMS, LAWSUITS, COMPLAINTS, ACTIONS, CAUSES OF ACTION, DAMAGES, LIABILITIES, ("CLAIMS") TO THE CONTRARY AND ANY CLAIMS ARISING OUT OF OR RELATED TO ENTRANT'S SUBMISSION OR PARTICIPATION IN THE CONTEST OR THE GOPRO'S EXERCISE OF THE RIGHTS GRANTED AND CONTEMPLATED HEREIN.

By entering the Contest and/or submitting any Submission, Entrant hereby grants to GoPro and their respective licensees, successors and assigns a worldwide, non-exclusive, perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense to use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission, in whole or in part, for commercial or non-commercial



purposes, including but not limited to the marketing, promoting and advertising of the GoPro's brand, products and services, monetization of content through advertising, subscription, licensing and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of GoPro (the "GoPro Materials"), including but not limited on and through third-party distribution channels selected by, but not affiliated with, any of the Contest Entities; you also grant GoPro the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission (Entrant agrees that GoPro nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein), in any form, medium or technology now known or later developed, including, but not limited to, the following (collectively, the "GoPro Network"):

a. Online / Mobile: All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by GoPro and/or third parties;

b. PR / Industrial / Retail: All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Works and Other Materials at retail establishments (e.g., "point-of-sale" and "point-of-purchase" displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;

c. Print Media: The display and other use of Other Materials in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;

d. Out-Of-Home / Transit / Events: The exhibition, display, performance and other use of the Works and Other Materials via all forms of out-of-home advertising (including, without limitation, on billboards, "bus wrappers" and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and "ride-sharing" services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);

e. GoPro Studio Templates: The use by consumers for incorporation as templates within GoPro Studio™ video editing software and sharing tools;

f. Television: All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television);

g. Theatrical: Theatrical exhibition (including, without limitation, as embodied in motion pictures);

h. Home Video / EST: All home video formats (i.e., DVD, Blu-Ray, VHS and other fixed, transportable audiovisual media) and the “electronic sell-through” of motion pictures and television programs embodying the Works in digital download formats; and

i. Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Works and/or Other Materials not set forth above. Entrant agrees to obtain the appropriate licenses, permissions, and/or releases from the owner of such music, images, video, audio, photos, text, or other material embedded within the Submission, or other people that recognizably appear in the Submission, (“Third Party Materials”). GoPro may request that entrant provide a completed standard release form for any Third Party Materials as a condition to receiving any Prizes.

**13. GENERAL TERMS:** GoPro or its designated representative has the right, but not the obligation, to monitor/screen Submissions and Entrant’s Contest account. By entering, Entrant acknowledges that GoPro and Administrator have no obligation to use or post any Submission or permit any Entrant to participate who enters a Submission that violates or is not eligible under these Official Rules. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, GoPro reserves the right, at its sole discretion, to cancel, modify or terminate the Contest or any portion thereof. any attempt by an entrant or other individual to deliberately damage or undermine the legitimate operation of this CONTEST, including but not limited to any fraudulent claims, may be a violation of criminal and civil laws – and should such an attempt be made, GoPro reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Proof of entering or making a Submission will not be deemed to be proof of receipt by GoPro of entry. Any use of robotic, automatic, programmed or like entry methods will void all Submissions affected by such methods and be deemed tampering. Persons engaging in any of the foregoing activities may be disqualified. GoPro’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. By participating, Entrants agree to be bound by these Official Rules and the decisions of GoPro, Administrator and Judging Panel and waive any right to claim ambiguity in the Contest or these Official Rules. In addition, Entrants agree to receive news and offers from GoPro, Administrator, and GoPro’s affiliates and promotional partners and supporters. GoPro reserves the right to make changes or additions to these Official Rules and/or change the dates of the Contest at any time. This Contest is governed by the laws of the State of California. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Santa Clara County, California for the resolution of any disputes. By making a Submission, you agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with

entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

THE ENFORCEMENT AND INTERPRETATION OF THESE CONTEST RULES SHALL BE EXCLUSIVELY DETERMINED BY GOPRO IN THEIR SOLE DISCRETION. ALL ENTRANTS AGREE TO BE BOUND BY ALL SUCH GOPRO DETERMINATIONS AND ACKNOWLEDGE THAT SUCH DETERMINATIONS ARE FINAL AND NONAPPEALABLE.

**14. LIMITATIONS OF LIABILITY AND RELEASE:** GoPro is not responsible for: (i) technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; (e) failure of any e-mail transmissions to be sent to or received; (f) any inability to upload or download any information in connection with participation in the Contest; (g) inaccessibility of Contest platform or the Website, in whole or in part for any reason, or traffic congestions on the Internet; (h) lost, late, delayed, corrupted or intercepted e-mail or Submission transmissions; (i) unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (j) destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest, including but not limited to, undeliverable contact attempts that result from any form of active or passive email filtering by a user's Internet service provider and/or email client or for insufficient space in user's account to receive email; (k) any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Website or Contest platform; (ii) flood, earthquake or other acts of God; (iii) work stoppages or other labor interruptions; or (iv) any personal injury, death, or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Website, Contest platform, filming of Submissions, or the download of any information from the Website or Contest platform.

IN NO EVENT WILL CONTEST ENTITIES 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 CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT GOPRO HAVE 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.

Entrant acknowledges that Contest Entities, and their respective parents, subsidiaries, affiliates, successors, assigns, officers, directors, shareholders and prize providers (collectively "Released Parties" and individually "Released Party") shall not be liable for any injury, death, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission on the part of any other suppliers or any of their agents, servants, employees, or independent contractors (collectively, "Suppliers"); (ii) by any defect in or failure of any vehicle, equipment, accessories, instrumentality, service, product, or accommodation that is owned, operated, furnished, or used by any of those Suppliers; (iii) by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not directly employed by that Released Party; or (iv) by any cause, condition, or event whatsoever beyond the control of that Released Party. Entrant hereby waives, releases and discharges each Released Party from and against any claims, damages or liability, even if caused by the negligence or willful misconduct of the Released Party, for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity arising out of or relating to any person (including, but not limited to, death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this Contest or in any Contest-related activity or from acceptance, possession, use or misuse of any prize.

By entering the Contest, Entrants acknowledge that they are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Accordingly, by entering the Contest, Entrants (on their behalf and on behalf of their heirs, executors, administrators, personal representatives, predecessors, successors and assigns of any of the foregoing, and all other persons and entities asserting rights of or acting on behalf of the entrant) hereby waive and relinquish any right or benefit which Entrant or such persons has, have or may have against Contest Entities under Section 1542 of the Civil Code of the State of California, or under any similar statutory or common law of any other jurisdiction to the full extent that any such person may lawfully waive such rights and benefits pertaining to the releases set forth in these Official Rules, the Website and Contest platform TOU and applicable privacy policies.

In the event of early termination of the Contest for any reason at GoPro's sole discretion, a notice will be posted on the Website, Template Site and Contest platform and judging will be conducted from among the eligible Entrants received prior to termination using the process described in Paragraphs 5 and 6.

**15. PRIVACY POLICY:** Please read the GoPro and Administrator privacy policies, located at [www.gopro.com/privacypolicy](http://www.gopro.com/privacypolicy) and <http://www.pinkbike.com/about/legal/#privacy-policy> or more information about Contest Entities' information collection and use practices.

**16. WINNERS LIST/OFFICIAL RULES:** For a list of the prize Winners, which will be available seven (7) days after the announcement of the Winner, send a stamped, self-addressed envelope to Prize Winners, GoPro, 3000 Clearview, San Mateo, CA 94402 within sixty (60) days of the last day of the Contest Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Contest Rules, GoPro, 3000 Clearview, San Mateo, CA 94402 prior to the end of the Contest Period. Vermont residents may omit return postage with Official Rules requests. Residents of jurisdictions outside the United States may omit return postage on Winners List and Official Rules requests.

**17. GOPRO:** GoPro, Inc. 3000 Clearview Way, San Mateo, CA 94402.

**18. ADMINISTRATOR:** Pinkbike Unit-C, 45841 Railway Ave., Chilliwack, BC V2P-1L4

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