

#WinBrynsBike Contest OFFICIAL RULES

The #WinBrynsBike Contest (the “Contest”) is an Instagram video submission contest sponsored and administered by Jill Kintner LLC (the “Sponsor”). Your participation in the Contest constitutes your unconditional agreement to and acceptance of these rules (the “Official Rules”), which are final and binding in all matters relating to or arising out of the Contest. Your eligibility to win the Contest is contingent upon fulfilling all requirements set herein. The Contest is in no way sponsored, endorsed, or administered by, or in association with, Instagram.

BY PARTICIPATING, YOU ACKNOWLEDGE THAT YOU ARE PARTICIPATING AT YOUR OWN RISK AND THAT SPONSOR, BRYN ATKINSON (“ATKINSON”), OR ANY OF THE CONTEST ENTITIES AS DEFINED HEREIN ARE NOT RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY ENTRANT AS A RESULT OF PARTICIPATION IN THE CONTEST. PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL, OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THE CONTEST. PARTICIPANTS AGREE TO ABIDE BY ALL TRAFFIC, SAFETY, AND OTHER APPLICABLE LAWS.

1. **WHO MAY ENTER.** You may enter the Contest if (a) you have an Instagram account with public settings at all times during the Contest Period (defined below); (b) you are at least 18 years of age or older at the time of entry; (c) you agree to be bound by the terms and conditions set forth herein; and (d) you are not an employee of Norco Bicycles, Fox Racing Shox, Shimano, Renthal, Maxxis, Stans NoTubes, MRP, Fabric, Bell, Sombrio, Smith, Slytech, or Pinkbike (collectively, the “Contest Entities”), or an immediate family member of any such employees. For purposes of the Contest, “Entrant” means the person who posts their submission on behalf of himself/herself.

2. **CONTEST PERIOD.** The Contest begins at 12:00:00 a.m. Pacific Time (“PT”) on August 9, 2017, and ends at 11:59:59 p.m. PT on August 28, 2017 (the “Contest Period”). Videos submitted outside the Contest Period or that otherwise do not conform with the Official Rules will not be eligible for consideration.

3. **HOW TO ENTER.** During the Contest Period, Entrants must post a video of *themselves* riding a mountain bike to Instagram from their personal Instagram account that is at least 30 seconds in duration and complies with the Official Rules. Your Instagram account settings must be set for public viewing. Each submission must hashtag #WinBrynsBike and mention @brynatkinson in the video’s caption. There is no limit on the number of video submissions you may submit; however, each entry must be substantially different from any prior entries you submit for subsequent videos to receive consideration.

4. **SUBMISSION RESTRICTIONS.** In addition to the foregoing, submissions to the Contest may not contain any content that:

A. Contains copyrighted materials owned by others (e.g., still photos, video clips, MUSIC, and other published works of original authorship) that are used without permission;

- B. Contains material that violates or infringes another's rights, including but not limited to, publicity or intellectual property rights;
- C. Is profane, pornographic, sexually explicit, or suggestive or contains nudity;
- D. Promotes or displays violence or weapons of any kind;
- E. Promotes or depicts use of illegal drugs or tobacco;
- F. Promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- G. Contains material that is inappropriate, indecent, obscene, hateful, slanderous, libelous, or otherwise tortious;
- H. Defames, misrepresents, or contains disparaging remarks about people, brands, products, or companies;
- I. Promotes any activity that may appear unsafe or dangerous beyond the inherent risks of mountain biking;
- J. Appears to duplicate any other submission to the Contest;
- K. Communicates messages or images that are inconsistent with the positive images and/or goodwill that Sponsor wishes to associate; and/or
- L. Depicts illegal activity or otherwise violates any law.

Each submission must depict the Entrant riding and must be the Entrant's original video-editing work. In other words, do not submit a video clip from another rider's web edit. Your submission must not infringe upon the copyrights, trademarks, rights of privacy, publicity, or any other intellectual property or other rights of any person or entity. If a submission contains any material or elements that are not owned by you, and/or which are subject to the rights of any third parties, you are responsible for obtaining and represent that you have obtained, prior to submission of your entry, all releases and consents necessary to permit your submission and Sponsor's subsequent use of your entry in accordance with the Official Rules.

If any minor appearing in your submission is not your child or legal ward, you are responsible for obtaining and represent that you have obtained, prior to submission of your entry, written consent from such minor's parent or legal guardian. Sponsor reserves the right to request proof of any such permissions in a form acceptable to it from any Entrant at any time. Failure to provide such proof upon request may render the submission null and void.

Compliance with the foregoing requirements shall be determined by Sponsor in its sole discretion. Sponsor may, in its sole discretion, ignore and/or disqualify any submissions to the Contest that it deems to be inappropriate or otherwise non-compliant with the Official Rules.

5. JUDGING CRITERIA. In its sole discretion, Sponsor will determine the Winner of the Contest based on the following criteria:

- A. Riding style;
- B. Bike handling skills;
- C. Video and editing quality;
- D. Creativity;
- E. Location; and
- F. Effort.

Demonstrations of speed and degree of difficulty or risk ARE NOT CRITERIA for judging submissions into the Contest. Entrants should ride within their skill level and not take risks beyond those that are assumed while mountain biking or otherwise participating in the Contest. Indeed, submissions that appear dangerous or reckless may be disqualified.

6. **SELECTION OF THE WINNER.** Sponsor will select one Contest winner from all Entrants who submit entries that comply with the Official Rules during the Contest Period (the “Winner”). Sponsor’s decision shall be final and binding on all Entrants, and its selection of the Winner is entirely within its discretion. Sponsor reserves the right to change the Winner selection method. The Winner will be announced on August 30, 2017, on Pinkbike.com and on Atkinson’s Instagram, Facebook, and Twitter accounts. The Winner will also receive a direct message to their personal Instagram account used for entering the Contest. If the Winner does not respond within five (5) days after Sponsor’s first attempt to contact him or her, the Prize will be deemed forfeited and awarded to an alternate winner.

7. **WINNER’S PRIZE.** The Winner will receive a “Bryn Atkinson Custom Build” Norco Range C7.1 (size medium, or, subject to availability at the time of announcing the Winner, size large). The build includes a curated mix of components from Bryn Atkinson’s sponsors that he uses on his personal bikes, including Shimano XT brakes, rotors, and drivetrain, XTR hubs, DX Pedals; Stans NoTubes Flow MK3 rims and tire sealant; Fox Racing Shox fork, shock, and seatpost; Renthal bars, stem, and grips; Maxxis tires; MRP chainguide; and Fabric saddle. The Winner will also receive one “riding kit,” which includes a Bell Super 3 MIPS helmet; Sombrio riding shorts, jersey, and gloves; Smith casual and riding sunglasses; Slytech knee pads; and Shimano SPD shoes (the custom bike and riding kit are collectively referred to as the “Prize”). The total estimated value of the Prize is \$7,500.00. Sponsor will deliver the Prize within forty-five (45) days of announcing the Winner or at another mutually agreeable time.

8. **ADDITIONAL PRIZE TERMS.** The Prize is not assignable or transferable, and it may not be exchanged for cash. The Winner is responsible for all federal, state, local and income taxes, if any, associated with the Prize. The Winner may be required to furnish his or her social security number for the sole purpose of preparation of any tax forms as required by law. Sponsor shall only be responsible for awarding one Prize. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery or subsequent use of the Prize.

Sponsor makes no representations concerning the Prize. Sponsor shall deliver the Prize “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). ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

By accepting the Prize, the Winner further agrees to release Sponsor from any and all liability, loss or damage of any kind arising out of or in connection with Winners’ participation in the Contest or with respect to the awarding, delivery, receipt, possession, use and/or misuse of the Prize. The Winner may be required to sign an additional general release and liability waiver as a condition of receiving the Prize.

Noncompliance with the Official Rules may result in disqualification and an alternate winner may be notified. In the event of a dispute regarding the identity of the Winner, the entry will be deemed submitted by the owner of the Instagram account used to submit the entry. In the event there is any question as to the originality of the winning entry or whether the Entrant is the rider depicted in the submission and the disputes cannot be satisfactorily determined by Sponsor, Sponsor reserves the right to revoke the Prize and disqualify the submission.

9. **GRANT OF RIGHTS.**

A. **Submissions.** By submitting an entry into the Contest, you hereby grant Sponsor, Atkinson, and each of the Contest Entities, and their respective licensees, successors, and assigns, a worldwide, non-exclusive, perpetual, transferable, 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 your submission(s) to the Contest, in whole or in part, for commercial or non-commercial purposes in any form, medium, or technology now known or later developed. By way of illustration and not limitation, submissions may be edited, tagged, and branded with advertising logos of Atkinson or the Contest Entities, and posted on websites and social media accounts. If your submission(s) contain any material or element that are not owned by you, and/or are subject to any third parties’ rights, you are responsible for obtaining, prior to submission of your entry, and warrant that you have obtained all releases and consents necessary to grant the rights set forth above. Upon request, you agree to provide Sponsor a copy of your submission(s) in its native digital format or any other format reasonably requested by Sponsor. Sponsor, Atkinson, and the Contest Entities shall not be responsible for any unauthorized use of your entry by a third party.

B. **Name & Likeness.** Along with the right to use your submission(s) as set forth above, you also agree to grant Sponsor, Atkinson, and the Contest Entities the right to use your name and likeness in any medium without compensation for purposes of promoting the Contest. You also agree to obtain such name and likeness permissions from any other persons who appear in or are identifiable in your submission(s).

10. **INDEMNIFICATION.** ENTRANT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SPONSOR, ATKINSON, AND/OR THE CONTEST ENTITIES

FROM ANY FEES, ROYALTIES, COSTS, DAMAGES, OR EXPENSES (COLLECTIVELY, "COSTS") ARISING OUT OF ANY THIRD-PARTY CLAIMS, LAWSUITS, COMPLAINTS, ACTIONS, CAUSES OF ACTION, DAMAGES, OR LIABILITIES ("CLAIMS") THAT RELATE TO ENTRANT'S SUBMISSION OR PARTICIPATION IN THE CONTEST, THE SPONSOR'S EXERCISE OF THE RIGHTS GRANTED AND CONTEMPLATED HEREIN, OR FROM YOUR BREACH OF THIS AGREEMENT.

11. **REPRESENTATIONS AND WARRANTIES.** By submitting an entry for the Contest, you certify, represent, and warrant that the submission is your original video content, footage, and/or photographs, and your content 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.

12. **LIMITATIONS OF LIABILITY.** By participating in the Contest or accepting the Prize, you hereby waive, release, and discharge to the fullest extent permitted by law Sponsor, Atkinson, the Contest Entities, and any of their respective employees, officers, directors, members, shareholders, attorneys, and agents (collectively, the "Released Parties") from and against any claims, damages, or liability arising out of or related to your participation in the Contest, 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 the Contest or in any Contest-related activity or from acceptance, possession, or use of the Prize.

IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO YOU 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 YOUR PARTICIPATION IN THE CONTEST OR USE OF THE PRIZE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. 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. 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.

The Released Parties are also 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) problems with data transmissions; (e) any inability to upload any content in connection with participation in the Contest; (f) inaccessibility of Instagram, in whole or in part for any reason, or traffic congestions on the Internet; (g) unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (h) destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Contest; (i) any typographical errors in the Official Rules or the announcement of the Winner, or any inaccurate or incorrect data contained on Pinkbike to announce or promote the Contest; (j) flood, earthquake or other acts of God; (k) any personal injury, death, or property damage or losses of any kind which may be sustained to your or any other person's computer or video equipment resulting from participation in the Contest, filming of submissions, or the upload of any content to Instagram.

13. **GENERAL PROVISIONS.**

A. **Contest Termination.** In the event the Contest is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, loss of Instagram service, or any other causes that affect Sponsor's administration of the Contest, Sponsor reserves the right, at its sole discretion, to cancel, modify, or terminate the Contest. Sponsor may, at its election, end the Contest prior to the end of the Contest Period by providing notice on Atkinson's Instagram, Facebook, and Twitter accounts, and judge all Entrants' eligible submissions received prior to the early-termination date to determine the Winner.

B. **Waivers.** If Sponsor fails to exercise any provision of the Official Rules or enforce its rights thereunder, that delay or failure shall not constitute a waiver of any such provision or rights. Sponsor's waiver shall only be effective if it is expressly stated in a writing signed by Sponsor.

C. **Ambiguities.** By participating in this Contest, you agree to waive any right to claim ambiguity in the Official Rules.

D. **Amendments.** Sponsor reserves the right to make changes or additions to the Official Rules and/or change the dates of the Contest at any time without any advance notice.

E. **Choice of Law & Forum Selection.** The Contest and the Official Rules are governed by the laws of the State of Washington. By entering, you consent to the exclusive jurisdiction and venue of the Whatcom County Superior Court, located in Bellingham, Washington, for the resolution of any disputes arising out of or relating to the Contest or the Official Rules.

F. **Enforcement and Interpretation of the Official Rules.** The enforcement and interpretation of the Official Rules shall be exclusively determined by Sponsor in its sole discretion. You agree to be bound by all such determinations and acknowledge that such determinations are final and non-appealable.

G. **Odds of Winning.** Your chance of winning is dependent upon the quality of your submission(s) as determined by Sponsor while considering the judging criteria set forth herein. Thus, your odds of winning are not based upon the number of eligible entries received during the Contest Period. A PURCHASE OF ANY KIND IS NOT NECESSARY AND IT WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

H. **Severability.** If any provision of the Official Rules is in conflict with any statute or rule of law of the State of Washington or is otherwise unenforceable for any reason whatsoever, then such provision shall be ineffective to the extent of such invalidity and shall be deemed separable from and shall not invalidate any other provision of this Agreement.

I. **Entire Agreement.** The Official Rules constitute the entire agreement between the all Entrants and Sponsor with respect to the subject matter herein and it supersedes all other agreements, letters, memorandum, or any other prior understanding of any type, whether oral or written.