

Official Rules  
Surfer Magazine-GoPro Wildcard Contest  
Oakley Surf Shop Challenge  
May 22, 2018 – September 14, 2018

1. Introduction: Grind Media, LLC (owner and publisher of Surfer Magazine), ("Sponsor") is offering the Surfer Magazine-GoPro Wildcard Contest (the "Contest") in the 50 United States and the District of Columbia (the "Territory") that begins at 12:00 AM PST May 22, 2018 and ends at 11:59 PM PST on September 14, 2018 (the "Entry Period"). NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS Contest. VOID IN PUERTO RICO, US TERRITORIES, AND WHERE PROHIBITED. This Contest is governed by these Official Rules

2. Eligibility: Entrant must be an authorized Oakley Retailer that has signed up for, signed all of the required documentation, met all of the requirements to participate in the Oakley Surf Shop Challenge, as outlined by the Oakley Surf Shop Challenge <https://www.surfshopchallenge.com/> and their Designated Team Riders participate in their designated regional event in the Oakley Surf Shop Challenge where the surf contests are being held as outlined in <https://www.surfshopchallenge.com/schedule/>. All other persons or entities are not eligible to participate in the Contest.

3. Agreement to Official Rules. The Contest will be conducted in the Territory by the Sponsor, and each authorized Oakley Retailer and their Designated Team Riders who participate in the Oakley Surf Shop Challenge (each a "Participant") unconditionally accepts and agrees to comply with, abide by, and have all participation subject to these Official Rules and the decisions of the Sponsor, which shall be binding with respect to all aspect of the Contest in the Territory.

4. How to Enter: Each authorized Oakley Retailer may enter this Contest by posting a video to their Shop's INSTAGRAM account within 30 days of participating in Oakley Surf Shop Challenge in their designated region and MUST include the tags #surfshopchallenge, #OSSCwildcard, @oakleysurfing and @surfer\_magazine. Instagram accounts are free.

All videos MUST be (a) 100% shot on the designated GoPro camera contained within the GoPro Wildcard Contest Kit (containing a new GoPro camera and various accessories) supplied to the Participant's designated Team Captain upon registration at their designated regional event; (b) minimum of 50 seconds and a maximum of 60 seconds in length and (c) open with the supplied OSSC Wildcard title bumper. Entries must be posted within 30 days of participation in the Oakley Surf Shop Challenge in their designated regional event where the surf contests are being held.

Videos must also include (i) shop name, territory/location, history (ii) team members (bios, shop employee or pro, etc.) (iii) surfing from each contestant (iv) local surf community and (v) why your team deserves the final spot at nationals.

By posting your Entry on Instagram, you agree that your Entry conforms to the Submission Requirements as defined below ("Submission Requirements") and that Sponsor, in its sole discretion, may disqualify you or your Entry from the Contest if it believes that your Entry fails to conform to the Submission Requirements. Participants must have permission from all individuals that appear in the Entry (if any) to use their name and likeness in the Entry and to grant the rights set forth herein.

5. Submission Requirements: BY SUBMITTING AN ENTRY THROUGH INSTAGRAM, YOU AGREE THAT ANY VIDEO COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES AND ANY TERMS AND GUIDELINES, RULES, OR TERMS SET BY INSTAGRAM. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING THE USE OF YOUR ENTRY OR ANY COMPONENT THEREOF. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE INSTAGRAM GUIDELINES, RULES, OR TERMS.

By participating in the Contest, each Participant hereby warrants and represents that any video that they post:

- a) is original to Participant;
- b) does not violate any law, statute, ordinance or regulation;
- c) must be posted to Participant's own Instagram account which must be set to public during Entry Period and for a period of at least 15 days after the end of the Entry Period;
- d) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- e) is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); personal information of individuals, including, without limitation, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services; conduct or other activities in violation of these Rules; and/or any other comment that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor reserves the right, in its sole and absolute discretion, at any time and for any reason to screen any Entry. Any Entry that the Sponsor deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request a Participant to modify, edit and/or re-submit their Entry in order to ensure that the Entry complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary

based on the circumstances - including, without limitation, disqualifying the Entry (and therefore the associated Participant).

LIMIT OF ONE (1) ENTRY PER PARTICIPATING AUTHORIZED OAKLEY RETAILER. Multiple entries are not permitted.

MOBILE DEVICES: If participating via a smart phone or other mobile device, Message and Data Rates may apply. Not all cellular service providers offer the service necessary to participate in this Contest through a mobile device. Please check with your provider for specific capabilities, charges and pricing plans.

6. Winner Selection - Winner will be selected based on the criteria set forth in these Official Rules for judging and audience voting.

Thirty (30) days after the completion of each designated regional event as outlined in <https://www.surfshopchallenge.com/schedule/>, up to three (3) videos will be selected from each region's submissions and placed in a Semi-Finalist pool for a total of up to eighteen (18) Semi-Finalists videos. Semi-Finalist's video selection will be determined by the Sponsor based on Participant's surfing, entertainment value, likes, views, engagement and creative content.

From the Semi-Finalist pool of up to eighteen (18) videos, Oakley Team Rider, Sebastian Zietz ("Seabass") will select six (6) Finalist videos, one (1) per designated region, based on each authorized Oakley Retailer's shop's creativity and overall entertainment value, including, but not limited to, Participant's surfing, likes, views, engagement and creative content.

Once the six (6) Finalist videos have been selected, they will be posted on [surfermag.com](http://surfermag.com) and [surfshopchallenge.com](http://surfshopchallenge.com) for audience vote beginning at 12:00 AM PST on September 20, 2018 and ending at 11:59 PM PST on September 30, 2018, where the video with the most votes will be the official winner of the GoPro Wildcard Contest. The winner of the GoPro Wildcard Contest will be announced on or about October 1, 2018 on [surfermag.com](http://surfermag.com).

By entering the Contest, Participants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Contest.

7. Prizes: **Only one (1) Grand Prize will be awarded.** The "Grand Prize" will consist of a Wildcard Entry for the Designated Team Riders from the winning Authorized Oakley Retailer to compete in the OSSC National Championships in October 2018 at Playa Colorado's in Nicaragua and a trip to Nicaragua (the "Trip").

The Trip includes the following: (i) round trip economy (coach) airfare for the four (4) Designated Team Riders from the winning Participant from the major U.S. gateway airport nearest the Grand Prize Winner's retail location (as determined by Sponsor) to Managua, Nicaragua with travel dates from October 22, 2018 - October 26, 2018; (ii) four (4) consecutive

nights hotel accommodations in two (2) double occupancy rooms at Mark and Dave's Nicaragua (the "Hotel") in Managua, Nicaragua from October 22, 2018 - October 26, 2018, and (iii) meals for each of the four (4) Designated Team Riders provided by the Hotel from October 22, 2018 - October 26, 2018.

The approximate retail value of the Grand Prize is \$12,000 ("ARV"). The actual value of the Grand Prize may vary depending on city of departure, dates and times of travel, airfare fluctuations and Hotel charges at the time of travel bookings. Therefore, the actual value of the Grand Prize awarded may be lower or higher at the time it is fulfilled. Any difference between actual value and stated ARV will not be awarded. Travel is subject to the restrictions and conditions set forth below. Grand Prize Winner's designated team captain will be contacted by Sponsor in October 2018 to book travel arrangements. Any costs associated with Grand Prize receipt and/or use that are not expressly stated above are not included in the Grand Prize, and are the sole responsibility of the Grand Prize Winner and its designated team riders. Such costs may include, without limitation, any additional ground transportation, any unspecified state or local taxes or government surcharges or fees, including, but not limited to, airport fees, trip and travel insurance and premiums, excursions, meals, drinks, incidentals, gratuities, telephone calls, charges for changing dates or other personal costs and expenses not specified herein, and are the sole responsibility of the Grand Prize Winner and its designated team riders. All travel arrangements are to be administered by Sponsor or its designee. All aspects of the Trip, including, but not limited to, specific airline(s), flights, and Hotel are at the sole discretion of the Sponsor. Grand Prize Winner and its Designated Team Riders are responsible for any airline-assessed fees for carry-on, checked, or oversized luggage. Grand Prize Winner and its Designated Team Riders will be required to travel on identical itineraries including the same departure city, departure date, destination and return date. Grand Prize Winner and its Designated Team Riders will be required to provide valid government-issued photo ID at time of travel as required by airline, airport and TSA/government authorities, and must have a valid US Passport, or if not a US Citizen then a valid passport from their country of citizenship, that expires no less than six (6) months after the date of departure. If Grand Prize Winner elects to not have four (4) Participants travel or partake in trip, no additional compensation will be awarded. Air transportation and Hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Sponsor's sole discretion. Airline tickets issued in conjunction with Grand Prize may not be eligible for frequent flyer miles or any other promotional benefit. Sponsor or its designee will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Grand Prize Winner's possession, or in the possession of the Grand Prize Winner's designated team riders. Grand Prize travel is subject to capacity controls, availability, holiday and other blackout dates and certain other restrictions and conditions, which may include a Saturday night stay, all of which are subject to change. No additional prize element will be substituted. Hotel may require a valid credit card from all assigned

parties upon check-in to cover incidentals or other charges. If any of the Grand Prize Winner's Designated Team Riders does not have a credit card or proper identification, the Hotel may refuse to register the Grand Prize Winner and/or their Participants. Sponsor is not responsible for changes in any element of Grand Prize schedule. No stopovers are permitted on tickets issued as part of the Grand Prize; if an unauthorized stopover occurs, the Grand Prize will terminate and full fare will be charged from the stopover point for the remaining trip segment(s), including the return. Any unclaimed and/or unused Grand Prize travel package will remain the property of Sponsor. No substitutions by Grand Prize Winner are allowed.

The Grand Prize is non-transferable. Terms and conditions of providers of the Grand Prize elements also apply.

8. Prize Claim Documents. The Prize Claim Documents may include, but are not limited to: a Declaration or Affidavit of Eligibility (as solely determined by Sponsor), a Federal IRS form W-9 for tax filing purposes (for the year a prize is received), Release of Liability, and, where lawful, a Publicity Release, and such other documents as may be determined by Sponsor for Grand Prize Winner and its designated team riders. All Prize Claim Documents must be returned as provided in the directions to the potential Winner, within seven (7) days after the first attempt to contact such potential Winner and received by Sponsor prior to awarding any prize. If verification results in forfeiture, you will not receive the prize. Upon prize forfeiture, no compensation will be given.

Prizes will not be awarded without prior completion and verification of information by Sponsor of all information provided in Prize Claim Documents.

In no event will more than the stated number of prizes be awarded. If for any reason, more prize notices are sent, or more prizes are claimed, than are intended to be awarded, Sponsor reserves the right to award the actual number of prizes through a random drawing from among all verified and validated prize claims received.

ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

9. Internet Limitations of Liability: Sponsor is not responsible for: failures or malfunctions of phones, tablets, computers or other hardware or devices (each a "Device"); phone lines, cellular systems or telephone or data transmission systems; interrupted or unavailable networks, server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet; or any technical problem, including but not limited to any injury or damage to any person's Device related to or resulting from Contest participation.

10. No Liability; Release and Indemnification: By entering, Participants, Winner and Winner's designated team riders, agree to release, discharge,

indemnify and hold harmless the Sponsor and its respective subsidiaries, parents and affiliated companies, employees, contractors, distributors, sales representatives, vendors, advertising and promotion agencies, prize providers and any other entities directly associated with this Contest, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by Participants, or by any third parties, related in any way to the operation or administration of this Contest, as well as any other claims, damages, charges, fines or liability due to any injuries, damages or losses to any person (including death) or property of any kind, or any claims of violation of rights of publicity or privacy, defamation or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Contest or in any Contest-related activity. The Released Parties shall have no liability for any problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise relating to or in connection with the Contest.

11. Publicity Release: Each prize Winner consents to the use of his/her name, likeness (including, but not limited to, picture and portrait), biographical information and voice by the Sponsor, and those acting under the Sponsor's authority, for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law. (TN residents will not be required to sign an in-perpetuity publicity release as a condition of winning a prize)

12. Disputes: By participating in this Contest, each Participant agrees: (i) that any and all disputes the Participant may have with, or claims Participant may have against, the Released Parties relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Orange County, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with the Contest; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Participant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$500 USD, and Participant is unable (or not

required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on Participant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Participant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com). Any demand must be filed within one (1) year from the end of the Entry Period or the cause of action shall be forever barred.

13. Miscellaneous: All entries become the sole property of Sponsor and none will be returned. In the event of a dispute, entries will be deemed made by the Authorized Oakley Retailer named as the account-holder associated with the Instagram account used for the Entry. In no event will any specific individual be deemed the Entrant. A potential Winner may be requested to provide Sponsor with proof that the potential Winner is the authorized Oakley Retailer associated with the winning Entry. If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or Entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest. Sponsor is not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. ANY ATTEMPT BY ANY PARTICIPANT OR PERSON ACTING ON BEHALF OR AT THE DIRECTION OF ANY PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE

FULLEST EXTENT PERMITTED BY LAW.

14. Winner List: The Grand Prize Winner will be posted on [www.oakleysurfshopchallenge.com](http://www.oakleysurfshopchallenge.com) on or about October 1, 2018.

15. Use of Information: The collection and use of Participant information will be governed by Sponsor's online privacy policy, available for viewing at <http://www.enthusiastnetwork.com/privacy/>.

16. Sponsor(s): The Sponsor of this Contest is Grind Media, LLC (owner and publisher of Surfer Magazine), whose address is 831 South Douglas Street, El Segundo, CA 90245.

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