

## GOPRO BEST LINE CONTEST OFFICIAL RULES

Here are the terms and conditions which apply to Pinkbike's "GoPro Best Line" contest, sponsored by GoPro. Please read these terms carefully as they contain important items participants should know. These terms are final, binding, and winning a prize is contingent upon fulfilling all requirements.

<b><u>Contest Overview</u></b>	
Sponsor	GoPro, Inc. (" <b>GoPro</b> ")
Administrator	Pinkbike
Contest title	GoPro Best Line Contest ("Contest")
Contest descriptions	Users submit their unedited raw GoPro POV video for a chance to win \$10k in cash prizing
Contest period	Start Date: August 6, 2020 End Date: October 9, 2020 Winners Announced: October 30, 2020 Collectively, the "Contest Period"
Winners	Winners will be selected from user voting from top 10 selected finalists chosen by GoPro/Pinkbike. All winners will be notified on or around the applicable winners announce date via email and posted on the Pinkbike contest page.
Prize(s)	1 <sup>st</sup> Place: \$7,000 2 <sup>nd</sup> Place: \$2,500 3 <sup>rd</sup> Place: \$500
Judging criteria	Selection of the top 10 eligible for user voting by: Performance and style (25%) Composition and framing (25%) Overall creativity (50%)
How to Enter	You may register for the Contest by visiting <a href="http://www.pinkbike.com/contest/gopro">www.pinkbike.com/contest/gopro</a> (the "Website") during the Contest Period and then navigating to the Contest registration page.  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 entries. Not all Submissions will be displayed, as the judging panel will select the best entries, 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.

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.
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## 1. Who can play?

The "Contest" is open globally and can be restricted by laws in certain places, countries, or regions of the World. Further, the "Contest" excludes GoPro's and Pinkbike's employees from entering in the contest.

## 2. What are the submission requirements?

By entering a photo or video, the entrant certifies the video is one's original content, used a GoPro camera to capture the content (if applicable), and the content does not infringe on any 3<sup>rd</sup> party's rights. If 3<sup>rd</sup> parties (friends, family, strangers, or children) do appear in the video, we ask for you to receive permission to use their image. No mail-in entries will be allowed and any use of automatic programming to submit entries will be void. Finally, please make sure to adhere to the following criteria:

### Submission Guidelines

- Shot on a GoPro camera
- Raw and unedited top to bottom
- 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.
- Filmed in 2020

### 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, or products.
- 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.

### **3. What happens to my submission?**

Generally, GoPro will receive a standard copyright license when contestants submit their content through the Contest (see below for more details on this license). By submitting a video, you consent to GoPro editing, re-using, storing, reproducing, and modifying your content through our medium for both commercial and non-commercial purposes. If you win the Contest, GoPro can use your name and photograph for future marketing purposes. Finally, additional compensation is not expected and GoPro will not be responsible for 3<sup>rd</sup> party's use of your content.

Please know we will keep all of your private and personal information in accordance with our privacy policies. Please read the our privacy policies, located at [www.gopro.com/privacy-policy](http://www.gopro.com/privacy-policy) and <http://www.pinkbike.com/about/legal/#privacy-policy> for more information about our collection and use practices.

Copyright License: By entering a video, the submitter certifies, represents, and warrants that (i) the submission is their original video or audio visual content, footage and photographs 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 Submission Guidelines and Restrictions set forth above (collectively, the "Entry Requirements"). These Official Rules govern GoPro's (and its designee(s)) use of the 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, 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 derivative works created using the submissions, including all intellectual property rights, rights of publicity or privacy and moral rights therein. 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 either the Sponsor or Administrator; 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. Entrant also 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.

EACH ENTRANT WILL, JOINTLY AND SEVERALLY, INDEMNIFY AND HOLD HARMLESS (I.E., ENTRANT WILL BE FULLY LIABLE, INDIVIDUALLY, TO PAY ANY AND ALL DAMAGES), SPONSOR OR ADMINISTRATOR 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.

#### **4. How does GoPro pick the winner?**

We will rely on a panel of talented judges in the field of creative, marketing, media, and advertising. This panel will pick the winner based on the particular judging criteria for each applicable part of the Contest with an emphasis on skill needed to produce the content set forth on the Contest Overview. We emphasize luck will play no role in this decision as our judging gurus make the final call relying on their expertise in this field.

Be aware the judges will not be required to provide feedback on each video and reserve the right to disqualify any video which is improper, unlawful, or breaks any rules of the competition. THE DECISIONS OF THE JUDGING PANEL ARE FINAL AND BINDING AS TO ALL ENTRANTS.

During any public voting periods, Pinkbike community members will be able to “vote” on their favorite entries 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 any such voting period, the entry receiving the highest number of votes will be declared the First Place Winner, the entry receiving the second highest number of votes will be declared the Second Place Winner, and the entry receiving the third highest number of votes will be declared the Third Place Winner. In the event of a tie, the winner will be determined by the entry receiving the highest score (as originally judged) using the Judging Criteria.

#### **5. How will I find out if I win?**

GoPro will send the good news by direct message on the social media platform the contestant entered through. After this, GoPro may require the winner to sign an “Affidavit of Eligibility and Liability/Publicity Release” within ten (10) days of date of receipt.

We promise to do our best to locate and communicate with you if you are the winner. If we cannot confirm your identity within three months or any other disputes arise, we will contact the next best entry.

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 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.

Winner List: 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

## **6. What do I receive if I meet the judge's lofty standards?**

The prizes to be awarded from the Contest are as set forth in the "Prizes" listed on the first page. Keep in mind the winners will be solely responsible for any and all applicable taxes for the prizes. Further, no substitution of prizes is permitted except if a prize is unavailable and the winner is solely responsible for any incidental expenses.

Moreover, GoPro, will not be responsible for use of the prize which is:

- a) Unreasonable and unforeseeable loss
- b) Loss not caused by a breach of our duty or not caused by our negligence
- c) Losses caused by factors which cannot be reasonably considered or outside of our control
- d) Any losses caused by your own negligence

Finally, by accepting a prize, each winner further agrees to release GoPro, from any and all liability, loss or damage of any kind to both the prize itself and any damage 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. 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.

If you refuse, these terms, you may forfeit all or any portion of the prize package at GoPro's discretion and the next highest score can receive the prize instead.

Please allow sixty (60) days for delivery of prizes.

## **7. Other Rules Related to the Contest:**

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. 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. 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.

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 NON-APPEALABLE.

Assumption of Risk: BY PARTICIPATING, ENTRANT ACKNOWLEDGES THEY PARTICIPATE AT THEIR OWN RISK AND NEITHER

GOPRO NOR PINKBIKE ARE 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.

Waiver of Liability: Entrants, by participating in this Contest, further agree to waive, release, indemnify, defend and hold harmless GoPro and its parent, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, non- sponsors (together, the “Released Parties”), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond GoPro’s control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including undeliverable messages resulting from any form of active or passive email filtering by a user’s Internet service provider, lost, late, delayed, inaccurate, incomplete, or misdirected messages, any injury or damage to any person’s computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest or the processing of Submissions.

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 NO EVENT WILL GOPRO 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 ARISEFROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT GOPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Copy of Rules: 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.

Binding Rules: By entering the Contest, entrants agree to be bound by these Official Rules.

Modification to Rules: GoPro may alter the rules of the contest but only in extraneous and outstanding circumstances—snow in the Bay Area, the Internet crashes, etc.

GoPro's Address: GoPro, Inc., 3000 Clearview, San Mateo, CA 94402

Good Luck!

## **EXHIBIT B**

### **Pinkbike Contest Promotion, Visibility & Deliverables**

Pinkbike to provide:

- Dedicated Contest Landing/Splash Page
- Logo creation, design, and all web production
- Four editorial articles in Pinkbike Top News (Announcement (July 31), Last Chance to submit (Oct ~1st), Top 10 Voting (Oct 14th), Winner (Oct 18th))
- Four months of global digital display banners on Pinkbike owned sites for contest promotion (Pinkbike Desktop and Mobile)
- Social Media: 10 Instagram posts, 10 IG Story Posts, 10 Facebook shares for contest page, tagging @GoPro and #GoPro