

2020 VANS TRIPLE CROWN OF SURFING DIGITAL CONTEST

Sponsored by: Vans, a division of VF Outdoor, LLC, 1588 South Coast Drive, Costa Mesa, CA 92626 USA

Official Rules

ENTRY FEE REQUIRED.

OPEN ONLY TO INDIVIDUALS WHO ARE 16 YEARS OF AGE OR OLDER WITH PROFICIENCY IN THE SPORT OF SURFING AND ARE ABLE TO PHYSICALLY BE ON THE NORTH SHORE OF OAHU DURING THE EVENT PERIOD.†

IF NOT OF LEGAL AGE OF MAJORITY IN JURISDICTION OF RESIDENCE, AN INDIVIDUAL MUST OBTAIN THE CONSENT OF HIS/HER/THEIR PARENT OR LEGAL GUARDIAN *BEFORE* PARTICIPATING IN THE CONTEST AS EITHER A REGISTRANT/SURFER OR VIDEOGRAPHER (AS EXPLAINED BELOW.

†RESIDENTS OF ANY JURISDICTION SUBJECT TO U.S. EMBARGO OR SANCTIONS ARE NOT ELIGIBLE TO PARTICIPATE IN THE CONTEST AS EITHER A REGISTRANT/SURFER OR VIDEOGRAPHER. SUCH JURISDICTIONS INCLUDE BUT ARE NOT LIMITED TO: CUBA, CRIMEA REGION OF UKRAINE, IRAN, NORTH KOREA, SUDAN, SYRIA AND VENEZUELA.

BY PARTICIPATING IN THE CONTEST AS A REGISTRANT/SURFER (“SURFER”) OR BY PERFORMING THE SERVICES OF VIDEOGRAPHER FOR SUCH SURFER (“VIDEOGRAPHER”), YOU (IF A MINOR IN YOUR JURISDICTION OF RESIDENCE, YOUR PARENT/LEGAL GUARDIAN) AGREE TO THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND JUDGES (AS DEFINED BELOW), WHICH ARE FINAL AND BINDING IN ALL RESPECTS AND NOT SUBJECT TO APPEAL.

EACH SURFER AND VIDEOGRAPHER IS AWARE OF, UNDERSTANDS, AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, REGULATIONS AND ORDINANCES, INCLUDING, WITHOUT LIMITATION, LOCAL, STATE, AND FEDERAL RULES, REGULATIONS, ORDERS AND REQUIREMENTS RELATED TO THE PREVENTION OF THE SPREAD OF COVID-19.

1. Contest Overview and Objective.

- A. VANS is offering its annual TRIPLE CROWN OF SURFING competition in 2020 solely in digital form. The Contest will consist of eligible persons who

validly register for the Contest submitting videos of at least two (2) different waves surfed during the Event Period at each of the three (3) locations on the North Shore of Oahu, Hawaii: (1) Haleiwa; (2) Sunset Beach; and (3) Pipeline/Backdoor (individually, a “**Location**” and collectively, the “**Locations**”), which individually will be used to determine Location winners and together will be used to determine the overall Triple Crown winners, in accordance with these official rules. The top scores based on the two (2) scored rides at each of the Locations for each of the male and female surfers, as determined via judging by The Association of Surfing Professionals LLC d/b/a World Surf League (“**World Surf League**”), will win prizes.

- B. This Contest is separate and apart from World Surf League’s conduct of the Pipe Masters from December 8, 2020 to December 20, 2020. In this Contest, VANS will offer prizes independent of the prizes available to be won in the Pipe Masters event. Persons competing in the Pipe Masters may also participate in this Contest but cannot do so by submitting footage from their participation in the Pipe Masters as their video entries for this Contest.

2. **Contest Schedule.**

A. Registration Period:

Opens: December 10, 2020 at 9:01 a.m. U.S. Hawaii-Aleutian Standard Time (HST)/December 10, 2020 at 7:01 p.m. Greenwich Mean Time (GMT)

Closes: December 18, 2020 at 11:59:59 p.m. HST/December 19, 2020 at 9:59:59 a.m. GMT.

NO REGISTRATIONS WILL BE ACCEPTED AFTER THIS DATE/TIME.

B. Event Period:

Opens: December 21, 2020 at 12:01 a.m. HST/December 21, 2020 at 10:01 a.m. GMT

Closes: January 15, 2021 at 11:59:59 p.m. HST/January 16, 2021 at 9:59:59 a.m. GMT.

NO VIDEO ENTRIES WILL BE ACCEPTED AFTER THIS DATE/TIME.

Sponsor’s computer is the official clock for all purposes of the Contest.

3. **Contest Registration.**

During the Registration Period, go to www.vanstripolecrownofsurfing.com (“Contest Website”), and follow these steps to register:

(a) Complete the registration form with all required information, including your name, date of birth, country of residence, gender, telephone number and e-mail address. Your name, country, responses to questions about the Contest, the waves you designate for scoring by the judges and the scores will be visible to the general public.

(b) Check the boxes corresponding to each of the following statements - you will NOT be able to register unless all of these boxes are affirmatively checked:

- *I have read, understand and agree to the Official Rules.*
- *I have read, understand and agree to VANS' Privacy Statement.*
- *I have read, understand and agree to the Waiver and Release of Liability and Express Assumption of Risk, Grant of Media Rights and COVID-19 Release.*

(c) Select an approved payment method and follow the prompts to authorize the purchase in the amount of US\$125. **ENTRY FEE IS NOT REFUNDABLE.** (For clarity, the entry fee is **IN ADDITION TO** any incidental expenses incurred in conjunction with participation in the Contest, including costs of travel to/from and lodging on Oahu, Hawaii as well as any equipment required to participate in the Contest.)

CAUTION: DO NOT REGISTER FOR OR PARTICIPATE IN THE CONTEST UNLESS YOU ARE AN EXPERIENCED SURFER AND READY, WILLING AND ABLE TO ENGAGE IN THE SPORT OF SURFING ON THE NORTH SHORE OF OAHU IN TYPICALLY CHALLENGING CONDITIONS. BEFORE DOING SO, IT IS STRONGLY RECOMMENDED THAT YOU CONFIRM WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL THAT YOU ARE IN SUITABLE PHYSICAL CONDITION TO ENGAGE IN THE SPORT OF SURFING.

BEFORE ENGAGING IN THE SPORT OF SURFING, IT IS STRONGLY RECOMMENDED THAT YOU MAKE ARRANGEMENTS FOR MEDICAL ASSISTANCE IN THE EVENT OF ACCIDENT OR OTHER UNFORESEEN CIRCUMSTANCES IN CONJUNCTION WITH SURFING.

SPONSOR AND WORLD SURF LEAGUE HAVE NOT SECURED LIFE, DISABILITY OR OTHER INSURANCE OF ANY KIND IN CONJUNCTION WITH YOUR PARTICIPATION IN THE CONTEST. IF SUCH INSURANCE IS DESIRED, IT IS YOUR SOLE RESPONSIBILITY TO SECURE SAME AT YOUR SOLE EXPENSE.

After payment is processed, you will receive a receipt acknowledging registration for the Contest. Registration is not complete unless and until the payment is processed and you receive confirmation of registration from Sponsor. Any violation of these Official Rules or intent to defraud Sponsor will result in disqualification with forfeiture of entry fee without refund as well as possibly constituting tampering as per Rule 12 below.

Notification of receipt of registration is not otherwise binding upon Sponsor under any legal theory.

There is a limit of one (1) registration per person. Any attempt to register more than once will result in only the initial registration being accepted.

REGISTRATION AND PAYMENT OF ENTRY FEE MUST PRECEDE SUBMISSION OF VIDEO ENTRIES.

Contest registration is limited to one hundred and twenty-five (125) Surfers in the aggregate: sixty-three (63) male registrants and sixty-two (62) female registrants. Once this threshold has been reached for either gender category, registration will be “closed” and no further registrations will be accepted (unless Sponsor allows for the transfer of unfilled registration slots, as discussed below). A notice to such effect will be posted on the Contest Website.

Once the threshold has been reached for a gender category, persons will be allowed to select “alternate” status (without paying the registration fee). “ALTERNATE” STATUS IN NO WAY GUARANTEES THAT A GIVEN INDIVIDUAL WILL BE ALLOWED TO REGISTER FOR THE CONTEST; AND, ALMOST ALL (IF NOT ALL) “ALTERNATES” WILL *NOT* BE ACCEPTED AS CONTEST REGISTRANTS.

In the event that Sponsor receives fewer than sixty-two (62) registrations in a gender category, Sponsor will contact “alternates” in the order received. Once contacted, an “alternate” will have a designated period of time to pay the registration fee and register for the Contest. IF AN “ALTERNATE” FAILS TO TIMELY RESPOND TO SPONSOR’S CONTACT AND COMPLETE HIS/HER/THEIR REGISTRATION, SPONSOR SHALL HAVE NO LIABILITY TO SUCH “ALTERNATE” UNDER ANY LEGAL THEORY AND SPONSOR SHALL PROCEED TO THE NEXT “ALTERNATE” ON THE LIST.

Sponsor further reserves the right, upon posting notice on the Contest Website, to transfer unfilled registration slots between gender categories based in its sole discretion on various factors including but not limited to the quantity of “alternates” in each gender category. For example, if there are only fifty (50) registrants for the female category, Sponsor may transfer eight (8) of the twelve (12) unfilled registration slots to the male category, so that there are seventy (70)

registrations in the male category and only fifty-four (54) in the female category.

4. **Contest Video Entries.**

- A. During the Event Period, have a third party videographer record videos of you surfing at least two (2) different waves **at each** of Haleiwa Ali'i Beach Park (Haleiwa), Sunset Beach (Sunset) **AND** Pipeline/Backdoor on the North Shore of Oahu. Videos must be in the file size and format as well as in full compliance with the technical guidelines as set forth on Contest Website, the terms and conditions of which are made a part of these Official Rules and incorporated herein by reference; should there be any discrepancy between such guidelines and these Official Rules, the guidelines shall prevail, govern and control only as to the specific technical requirement in question but in all other cases these Official Rules shall prevail, govern and control. **As indicated above, you assume any and all risk of engaging in the sport of surfing which is an inherently dangerous activity; such risks include but are not limited to injury (which may be permanent), paralysis, disfigurement or even death.**

‡ To be eligible for any Location winner prize or the overall Triple Crown winner prize, a Surfer must surf and submit at least two (2) videos riding different waves during the Event Period at each of the three (3) Locations.

- B. Go to the Contest Website, log-in to your account and click on the designated button to upload your videos and follow these steps:
- (a) Complete the video entry form with all required information, including wave location (Haleiwa, Sunset or Pipeline/Backdoor), the name of the videographer and the date when you rode the wave. You will be required to affirmatively designate your two (2) chosen waves for each Location to be scored by marking them with a checkbox to the side of the video in the profile. You may upload up to six (6) videos for each Location throughout the Event Period, but only two (2) will be considered for final scoring based on your designation. For each video submission, an unedited version must be submitted including all available frames of the start and end of the ride and without any visible or invisible embedded bugs, watermarks or similar marks other than the required time/date stamp. Scores for each of the two (2) video submissions designated for scoring for each of the Locations will be visible in the Surfer's public profile.
- (b) With respect to each video submission, you acknowledge and agree with each of the following statements:

- *I represent and warrant that the submitted video contains actual and unedited footage of me surfing during the time, on the date (which is during the Event Period) and at the location designated (which is one of the three Locations for this Contest), and that with respect to the first two (2) waves submitted for each Location, I submitted each video by 8:00 p.m. HST of the day following the day the wave was ridden.*
- *I represent and warrant that I have advised the Videographer that he/she/they will not receive any compensation, credit, consideration or other benefit from VANS or World Surf League relative to my participation in this Contest.*
- *I represent and warrant that the video submission has not been published or distributed on any website, on social media or any other media or means of distribution prior to submission as part of this Contest.*
- *I represent and warrant that the Videographer has granted me any and all necessary rights to submit the video as an entry in this Contest and for Vans, World Surf League and Vans' media partners to use, copy, publicly perform and display, distribute (through any means or methods whether now known or hereafter to become known), create derivative works of, modify and broadcast such videos in connection with the Contest, for editorial and news purposes and the marketing, advertising and promotion of the Contest.*

Sponsor may acknowledge receipt of your video and your entry in the Contest, but such receipt is not otherwise binding upon Sponsor under any legal theory and does not imply such video is eligible for scoring or that it has been scored. Once a video is successfully uploaded and submitted, Sponsor will apply a Vans Triple Crown of Surfing bumper/watermark to each video indicating it was submitted as part of the Contest and Surfer grants permission to Sponsor to do so. Sponsor will then email a link for the Surfer to download the video and Surfer may then upload such video to his/her/their social media account if so desired, but Surfer may not (and will not encourage, permit or approve any third party to) remove, blur, cut, crop, distort or otherwise modify the Vans Triple Crown of Surfing bumper/mark displayed with such video and Surfer must tag @vanstriplecrownsurf with all such posts. If requested by Sponsor, the Surfer must be able to provide Sponsor with evidence of written permission to submit the video from the applicable Videographer in a form acceptable to Sponsor. Sponsor's (or WSL's or any of Sponsor's media partners') use of any video does not mean such video represents a top score or that the Surfer is a winner.

There is a limit of two (2) scored video submissions per Location (determined by Surfer's designation as a video submitted for scoring) and a maximum of six (6) videos may be uploaded to Surfer's profile for each Location during the Event Period. Once the initial two video submissions for a Location are

made, videos for that Location can only be traded out/replaced a maximum of four times per Location during the Event Period, so please choose your submissions carefully.

Surfers must upload the first two (2) videos for each Location to their profile by 8:00 p.m. HST of the day following the day the waves were ridden and filmed (and validated using the time/date stamp on each video). Surfers will then be able to upload up to four (4) additional videos per Location prior to the conclusion of Event Period for a total of six (6) waves per Location on their profile.

THE SURFER'S FINAL DESIGNATION OF SUBMISSIONS FOR THE TOP TWO (2) VIDEOS FOR EACH OF THE THREE (3) LOCATIONS MUST BE MADE BY JANUARY 15, 2021 AT 11:59:59 P.M. HST (THE END OF THE EVENT PERIOD). THE FINAL CONTEST SUBMISSION OF TWO (2) VIDEOS OF WAVES FOR EACH OF THE THREE (3) LOCATIONS IS THE SOLE RESPONSIBILITY OF THE SURFER AND ALL SUCH SUBMISSIONS MUST BE TIME/DATE CODED AND OTHERWISE COMPLY WITH THESE OFFICIAL RULES. SPONSOR RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION RELATED TO ANY SUBMISSION TO CONFIRM COMPLIANCE WITH THE OFFICIAL RULES.

5. **Contest Entry Restrictions: Video Content.**

A. The only person surfing in a given video must be the Surfer (with the sole, limited exception of incidental appearance of Videographer, provided that the Surfer is clearly identified in the video).

B. No equipment, machinery, props, assistance or apparatus may be used by Surfer (other than a surfboard). Paddle-in surfing only – no personal water craft or tow-ins are permitted. Surfers may ride the surfboard of their choice, but no foil boards or stand-up paddleboards are permitted. Scored waves will be scored based on the judging criteria and not choice of surfboard.

C. The video must NOT include any audio component be it music or commentary of any kind.

D. Only video submissions made during the Event Period, uploaded directly by the Surfer to the Surfer's profile on the Contest Website and as described in these Official Rules will be considered for scoring as part of the Contest.

E. Surfing footage CANNOT display reckless or gratuitously dangerous stunts or maneuvers.

F. Surfing footage CANNOT be edited (with the sole, limited exceptions of identifying the Surfer as per subsection C and perhaps subsection A). Videos must include raw footage of the Surfer surfing at the Locations during the Event Period.

G. Surfers may not upload more than one (1) video submission per ridden wave.

H. All video submissions must be uploaded to the Surfer's profile by the Surfer and may not be submitted or uploaded by any third party, including the Videographer.

I. Surfers cannot post videos or clips of waves to be submitted for this Contest on any personal social media accounts or websites prior to submitting to the Surfer's profile on the Contest Website in order to be judged for the Contest. Anything posted on social media or online prior to submission to the Contest will be considered ineligible.

J. Eligible video submissions must include a lock shot at the beginning of the video before the surfing session with a visible time and date stamp. Any video submission that does not include a time and date stamp or any attempt to make fraudulent submissions may result in disqualification with all entries being declared void and, in such case, any entry fee(s) paid will be forfeited and not refunded.

K. Videos CANNOT include any content which infringes the trademark/copyright, publicity or privacy rights or other rights of any third party; is inappropriate, obscene, immoral, profane, political, discriminatory, hateful, objectionable or offensive; or that reflects negatively upon VANS, the Vans Triple Crown of Surfing and/or the World Surf League. Surfer must hold all applicable rights for each submission and must secure any requisite consent from any third party appearing in such submission or having recorded such submission. Submissions may not contain content that violates any law, rule or regulation.

Any videos determined by Sponsor or World Surf League to violate any of the preceding requirements will be disqualified. If entry is disqualified, entry fee will be forfeited and NOT refunded.

Without limiting the foregoing, Sponsor reserves the right to condition award of Prize(s) upon potential winner establishing to Sponsor's satisfaction that:

(a) he/she/they is the surfer depicted surfing in the video entry; and/or

(b) the video depicts the Surfer surfing at a Location during the Event Period.

Should potential winner fail to provide proof establishing the above (as applicable) to Sponsor's satisfaction, he/she/they will be disqualified from the Contest, with forfeiture of entry fee without refund. Such conduct may also constitute tampering as discussed in Rule 12 below.

6. *Grant of Rights in Video Entry.*

In exchange for the opportunity for Surfer to enter the Contest, as good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Surfer and Videographer (if either is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) each agree as follows:

(a) To grant to Sponsor and its designees (including Sponsor's media partners and the World Surf League) the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, publicly perform and display, exhibit, reproduce, modify, create derivative works of, distribute, transmit, broadcast, upload, download and/or otherwise exploit the corresponding video entries and Surfer's name, likeness, country of residence, responses to questions about the Contest, scores, interviews or other video or written content provided by Surfer, and prize information and Videographer's name in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to Surfer and/or videographer (if either is a minor in his/her/their jurisdiction of residence, or to his/her/their parent or legal guardian);

(b) To waive any "Moral Rights of Authors" or similar natural rights of ownership that Surfer and/or Videographer may have in the corresponding video entry;

(c) To execute any additional documents so as to effect, record or perfect the grant of rights contemplated herein as requested by Sponsor and/or its designees (including the World Surf League) without compensation of any kind;

(d) That Sponsor and World Surf League each have wide access to ideas, stories, designs and other literary/artistic materials submitted to each party from outside sources or being developed by its own employees and that such ideas/stories/designs/literary/artistic materials may be competitive with, similar to (or even identical to) the corresponding video entry or other information or content provided by Surfer and that Sponsor (and/or World Surf League, as the case may be) shall have no liability to Surfer and/or Videographer (if either is a minor in his/her/their jurisdiction of residence, or to his/her/their parent or legal guardian) or any third party in conjunction therewith; and

(e) That Sponsor and World Surf League do not have any duty of confidentiality or other fiduciary duty to Surfer and/or Videographer (if either is a

minor in his/her/their jurisdiction of residence, or to his/her/their parent or legal guardian) relative to the corresponding video entry or other information or content provided or made available by Surfer on the Surfer's public profile.

7. Winner Determination & Notification.

A. Surfers' video entries will first be sorted by gender and thereafter sorted by Location (i.e., Haleiwa, Sunset Beach and Pipeline/Backdoor).

B. On or about January 4, 2021 and January 16, 2021, the judging panel (comprised of three accredited World Surf League judges) will review the eligible video entries designated by the Surfer in Surfer's profile as rides submitted for scoring in the male and female categories for each Location based on the following equally weighed criteria:

- Commitment and degree of difficulty;
- Innovative and progressive surfing maneuvers;
- Combination of major maneuvers;
- Variety of maneuvers; and
- Speed, power and flow of surfing.

The above criteria will be factored in, with special emphasis on:

- Self-expression: Unique angles, creative lines and approaches
- Innovation and progressive surfing
- Location-appropriate surfing for each spot

It's important to note that the emphasis of certain elements is contingent upon the Location. Each video submission will only be judged once.

The following scale may be used to describe a ride that is scored:

- 0–1.9 = Poor
- 2.0–4.9 = Fair
- 5.0–6.4 = Good
- 6.5–7.9 = Very Good
- 8.0–10.0 = Excellent

Location Scoring. Each individual judge will assign a total score per ride based on a maximum award of 10 points (see Judging Scale). Each of the three scores will then be added together to give a final ride score out of 30 points. The score for the top two (2) rides for each Surfer, which will be out of a maximum 60 points, will be used to determine the winners for each Location. For each of the three (3) Locations and for each gender category, the top five (5) Surfers with the two (2) video entries with the highest score will win a Top Location Prize. In the event of a tie between two (or more) Surfers at any single Location, the top single ride of each Surfer at that Location will be counted and the Surfer with the highest

scoring wave will be granted the split decision. In the event there is still a tie at this point, the judges will decide the tie breaker based on the following criteria for each of the scored rides: self-expression, including unique angles, creative lines and approaches; innovation and progressive surfing; and Location-appropriate surfing. Sponsor reserves the right not to select a winner if, in its sole discretion, it does not receive enough qualified submissions to determine winners.

C. Waves designated by a Surfer for scoring prior to January 3, 2021 at 11:59:59 p.m. HST will be scored on January 4, 2021 and waves designated by a Surfer for scoring after January 3, 2021 but prior to January 15, 2021 at 11:59:59 p.m. HST will be scored on January 16, 2021.

D. Triple Crown Scoring. For each gender category, the two (2) video entries designated by the Surfer for scoring for each Location will be reviewed according to the criteria set forth in subsection B. The Surfer with the highest six (6) scores during the Entry Period, based on the top two (2) scores for each of the three (3) Locations, which will be out of a maximum 180 points, in each gender category will win the Triple Crown Prize. In the event of a tie between two (or more) Surfers after all six waves across all three Locations have been scored, the top single ride at each Location, for each Surfer, will be counted and the Surfer with the higher points for that three-wave total will be granted the split decision. In the event there is still a tie at this point, the judges will decide the tie breaker based on the following criteria for each of the scored rides: self-expression, including unique angles, creative lines and approaches; innovation and progressive surfing; and Location-appropriate surfing.

E. Sponsor will attempt to notify potential prize winners via telephone number provided to Sponsor during registration.

F. Sponsor will host an online awards ceremony on January 18, 2021, and the winners agree to be contacted by telephone number in connection with such awards ceremony to make themselves available for an online interview, to submit a recorded video message discussing the Contest or such other means or method reasonably determined by Sponsor. Sponsor may, but is not obligated to, use, perform, distribute and broadcast such interview or video in connection with the awards ceremony and the promotion of the Contest.

G. Potential prize winners will be required to complete and sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful). This document must be returned within five (5) days of notification. (If potential prize winner is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian must sign the applicable document).

H. In the event of noncompliance with these requirements, if potential prize winner cannot be reached for any reason (including failure to timely receive/receive at all or timely respond to winner notification telephone call for

any reason); if Surfer and/or corresponding Videographer is determined to be ineligible or otherwise in violation of these Official Rules, such Surfer shall be disqualified and forfeit the corresponding Prize(s) without compensation of any kind. In case of prize forfeiture, Sponsor will select an alternate potential prize winner (that is, the runner-up in the applicable gender category overall or for a specific Location, as the case may be), in the manner set forth above. For the avoidance of doubt, if potential prize winner is disqualified, his/her/their entry fee will be forfeited and not refunded.

8. Prizes

A. Triple Crown Prizes (2 in total, 1 per gender category): US\$50,000 each for the male category winner and the female category winner, US\$100,000 in total.

B. Top Location Prizes (10 in total for each Location, 5 per Location per gender category): US\$30,000 for each of the three (3) Locations (Haleiwa, Sunset Beach and Pipeline/Backdoor)

<u>Place</u>	<u>Prize (US\$)</u>
1 st	\$5,000
2 ^d	\$4,000
3 rd	\$3,000
4 th	\$2,000
5 th	\$1,000

C. Sponsor will determine the method of payment of Prize.

D. A Top Location Prize winner may also win a Triple Crown Prize.

E. Winners are solely responsible for all taxes on value of Prize(s) as well as for all unspecified expenses in conjunction with acceptance and use of Prize(s). Winners will be issued an IRS 1099 Tax Form or similar form if non-U.S. resident for the value of the Prize(s) won. Non-U.S. resident winners may also be responsible for foreign withholding tax levied by the U.S. and perhaps by their jurisdiction of residence.

F. No prize substitution. Prizes are not transferable.

G. Winners will be announced at Sponsor's online Awards Ceremony on January 18, 2021.

9. Releases.

A. BY PARTICIPATING IN THE CONTEST, SURFER AND THEIR VIDEOGRAPHER (IF EITHER IS A MINOR IN HIS/HER/THEIR JURISDICTION OF RESIDENCE, HIS/HER/THEIR PARENT OR LEGAL GUARDIAN) EACH RELEASES AND AGREES TO HOLD HARMLESS SPONSOR, WORLD SURF LEAGUE AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, DIVISIONS, RELATED COMPANIES AND SUBSIDIARIES; AND THE DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, SHAREHOLDERS, EMPLOYEES, SUCCESSORS AND ASSIGNS OF ANY OF THE ABOVE ORGANIZATIONS; AS WELL AS FACEBOOK, INC./INSTAGRAM AND TWITTER, INC.; FROM ANY AND ALL LIABILITY ARISING FROM THE CONTEST OR ACCEPTANCE, POSSESSION, RECEIPT OR USE/MISUSE OF PRIZE(S), AS APPLICABLE. THE PRECEDING INCLUDES BUT IS NOT LIMITED TO THE WAIVER OF ANY CLAIM, CAUSE OF ACTION OR OTHER RIGHT OF ANY KIND IN CONJUNCTION WITH ANY INJURY OF ANY KIND INCURRED BY SURFER AND/OR VIDEOGRAPHER, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY REASON OF PARTICIPATING IN THE CONTEST.

B. Except where prohibited by law, Surfer and Videographer (if either is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) each agree to the use of their name, likeness, photo, video, voice, biographical information, responses to questions provided as part of the Contest registration, content and information uploaded or submitted in connection with Surfer's profile or any video submission, social media handles, image and other indicia of his/her persona/identity by Sponsor and its designees (including World Surf League and Sponsor's media partners for the Contest) in perpetuity for advertising/publicity/trade/editorial purposes without compensation or notice.

10. **Conditions of Participation.**

A. Employees, officers and directors of Sponsor and World Surf League and each of their respective parents, affiliate, divisions, related companies and subsidiaries; persons in any way participating in the development, implementation or administration of the Contest; and immediate family members (parents, children, siblings, spouse), regardless of where they live, or members of the same household (whether related or not) of any of the above are not eligible to register for the Contest or serve as videographer for a Surfer.

B. Sponsor and its agencies (as well as World Surf League) are not responsible for registrations/video entries or communications (whether sent by or to Surfer) that are late, lost, garbled, incomplete, are of poor visual quality, cannot identify the Surfer, inaccessible/blocked, corrupted, jumbled, misdirected, delayed or damaged, incomplete, regardless of cause, all of which are void; or for

technological, programming, electronic, or other error/malfunction/failure of any kind which interferes with the advertising/offering of the Contest in any respect (including, but not limited to, accessibility and/or availability of Contest Website).

C. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

D. Sponsor's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision.

E. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be replaced by a substitute provision that most closely approximates the original intent of Sponsor and is valid, legal and enforceable. The invalidity/illegality/unenforceability of a given provision shall not affect the remainder of these Official Rules.

F. ***Force Majeure***. If Sponsor determines in its sole discretion that the Contest – in whole or in part – is delayed, prevented, made inadvisable or illegal or cannot be conducted as originally planned due to any cause beyond its control, including, without limitation, war, invasion, act of foreign or domestic enemy, terrorist threats or acts, hostilities, civil disorder, war or rebellion (whether war be declared or not), shortage of adequate power, computer virus/bug, tampering, fraud, natural disaster, materials, manufacturing capacity or transportation or shipping facilities, disease, sickness, epidemic or pandemic, government order or law, action by any federal, state or local governmental authority (including but not limited to the City or County of Honolulu, the State of Hawaii, or the United States), national or regional emergency, strike, riot, lockout or other industrial dispute, flood, fire, tornado, hurricane, earthquake or explosion, or act of God (each, a "**Force Majeure Event**"), Sponsor may cancel, modify or suspend the Contest and make the prizes available to be won in a manner that Sponsor in its sole discretion determines is fair, appropriate and consistent with these Official Rules. In such event, Sponsor will post a notice to such effect on the Contest Website.

11. Privacy.

A. The collection/use/sharing of personal information in conjunction with Contest participation from Surfer and Videographer is subject to Sponsor's Privacy Statement at www.vans.com/privacy.html. The collection/use/sharing of California residents' personal information is governed by VANS' California Consumer Privacy Statement; the collection/use/sharing of all other U.S. residents' personal information is governed by VANS' United States Consumer Privacy Statement.

B. Persons who are residents of jurisdictions other than the United States (if he/she/they is/are a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) consent to have their personal information transferred, processed and stored in the United States and allow VANS to use and collect their personal information in accordance with Sponsor's Privacy Statement. If a non-U.S. resident is not comfortable with the level of data protection provided by United States law, his/her/their sole recourse is to refrain from participating in the Contest.

12. Tampering.

TAMPERING WITH THE CONTEST AS WELL AS INTERFERING WITH THE INTENDED OPERATION OF THE CONTEST OR SEEKING TO DEFRAUD SPONSOR AND/OR WORLD SURF LEAGUE IN CONJUNCTION WITH THE CONTEST (INCLUDING THE VERACITY AND AUTHENTICITY OF ANY VIDEO SUBMISSION OR OTHERWISE) WILL RESULT IN DISQUALIFICATION OF CORRESPONDING SURFER (WHETHER ACT OF TAMPERING WAS PERPETRATED BY SURFER HIM/HER/THEMSELVES OR BY VIDEOGRAPHER OR ANY OTHER THIRD PARTY ON SURFER'S BEHALF), IF APPLICABLE. SUCH CONDUCT MAY ADVERSELY AFFECT ONE'S ELIGIBILITY TO PARTICIPATE IN FUTURE WORLD SURF LEAGUE SANCTIONED COMPETITIONS AND/OR TO ENTER FUTURE SWEEPSTAKES/CONTESTS OF SPONSOR. THE FOREGOING SHALL NOT PREVENT SPONSOR AND/OR WORLD SURF LEAGUE FROM PURSUING LEGAL SANCTIONS AND/OR OTHER AVAILABLE LEGAL REMEDIES AGAINST SUCH PERSON.

13. Disputes/Choice of Law.

To the fullest extent permitted by law, Surfer and Videographer (if either is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) each agree that:

- (A) any and all disputes regarding the Contest or these Official Rules shall be governed by the internal, substantive law of the State of California, United States (i.e., without regard to choice of law/conflict of law rules of the State of California or of any other jurisdiction);
- (B) they are subject to the personal and exclusive jurisdiction of the United States District Court for the Central District of California, Southern Division or California State court situate in Orange County, California, United States;
- (C) they waive any right of change of venue, inconvenient forum or the like;
- (D) any action will be brought by Surfer or Videographer (if either is a minor in his/her/their jurisdiction of residence, his/her/their parent or legal guardian) individually (NOT as part of a class action); and
- (E) their recovery in any such action is limited to the refunding of the entry fee to Surfer and \$50 for Videographer, with all rights to attorneys' fees and any

and all damages (including special, compensatory, punitive, consequential damages) being expressly waived.

14. ***Winners' List.*** Please send a self-addressed stamped envelope to "2020 VANS TRIPLE CROWN CONTEST WINNERS" c/o VANS, 1588 South Coast Drive, Costa Mesa, CA 92626 USA ATTN: 2020 VANS TRIPLE CROWN CONTEST. Non-U.S. residents only may omit return postage. Winners' list requests must be received by January 29, 2021. Winners' list will be available after February 15, 2021.