

June 2023 Surflin Instagram Giveaway Official Rules

1. **Eligibility:** June 2023 Surflin Instagram Giveaway (the "Giveaway") is open to residents of the United States, Australia, and New Zealand, eighteen (18) years old or older at the time of entry. Employees of Surflin\Wavetrak, Inc. and their affiliate and subsidiary companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee, are not eligible. You must also have access to the Internet and a valid Instagram account in order to enter. By entering, you agree that you have read and consent to be bound by these Official Rules, and Surflin's privacy policy, available at <https://www.surflin.com/privacy-policy>. Eligibility is conditioned on the acceptance of these Official Rules at time of submission. The Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
2. **Sponsor:** Surflin\Wavetrak, Inc., 300 Pacific Coast Hwy #310, Huntington Beach, CA 92648.
3. **Timing:** Giveaway begins on 17 June 2023, at 12:00 AM PST, 12:00 AM AEST and 12:00 AM NZST, and ends on 21 June 2023, at 11:59 PM PST, 11:59 PM AEST and 11:59 PM NZST (the "Giveaway Period"). Sponsor's computer is the official time-keeping device for the Giveaway.
4. **How to Enter:** The Giveaway is designed to give eligible entrants the opportunity to engage with Surflin on Instagram for the chance to win a prize. There is no limit of Submission per eligible entrant. To enter the Giveaway, you must:
 - a. Follow a Surflin Instagram account (@surflin, @surflin_aus or @surflinnewzealand).
 - b. Like the giveaway entry post.
 - c. Comment on the giveaway entry post tagging the Instagram handles of one other user.

Each entrant must obtain the consent of any individuals mentioned in the Submission to include their Instagram handle in the Submission.

Use of multiple email addresses/accounts to enter is prohibited. There may be only one (1) named entrant for each Submission, regardless of the number of persons who may have contributed to the creation of the Submission.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the authorized account holder of the email address associated with the Instagram account of the entry.

Submissions generated by script, macro or other automated means are void. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void. In the event of a dispute as to any Submission, the authorized account holder of the Instagram Account used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder.

5. Submission Requirements: Each Submission must meet the entry requirements set forth in Section 4 of these Official Rules. Each Submission must also comply with the following:
- A. Each Submission must meet the Instagram website's technical and content requirements (available at www.instagram.com).
 - B. Any Submission that fails to meet the Sponsor's specifications may be disqualified at any time in Sponsor's sole and unfettered discretion.
 - C. The Submission must be your own original work (modifying, enhancing or altering a third-party's pre-existing work does not qualify as your original work), created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.
 - D. Submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or Submissions that otherwise contain inappropriate content or objectionable material may not be submitted and may be disqualified at any time in Sponsor's sole and unfettered discretion.
 - E. Your Submission must not contain any images of personally identifiable information of any person other than yourself. Should you include personally identifiable information about yourself in your Submission, you acknowledge and agree that such information will be disclosed publicly and you are solely responsible for any consequences thereof.
 - F. You may not be, nor may you work with parties in conjunction with your Submissions who are: 1) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display your Submission in any media form; or 2) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Submissions worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.
 - G. The Submission must not contain any advertisements, "spam" content or references to other products, offers or websites.
 - H. If the submission includes any other individual beyond yourself, you are solely responsible for obtaining said individual's permission to be included in the Submission and to enter the Submission in the Giveaway.
 - I. The Submission must not feature anyone who is not at least eighteen (18) years old at the time the Submission is created.
 - J. The Submission must not disparage Sponsor or any other person or party affiliated with the Giveaway.
 - K. The Submission may not include a PO Box address as the designated shipping address, if applicable.

Sponsor reserves the right in its sole and unfettered discretion to disqualify any Submission that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. The decisions of the Sponsor on this and all matters pertaining to the Giveaway shall be final and binding.

6. Winner Determination: After the Giveaway Period, Surflinewill randomly select:
- a. 5 from @surflinewill giveaway entry post
 - b. 5 from @surflinewill_aus giveaway entry post
 - c. 5 from @surflinewillnewzealand giveaway entry post

Must be submissions received during the Giveaway Period.

7. Winner Notification: Winners will be notified on 21 June 2023 via Instagram direct message and must respond in 5 business days, or will forfeit their prize. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to reach the winner. If a selected Entrant cannot be contacted within the allotted time, Surfline reserves the right to void that entry and select another eligible Entrant for that Prize.

All decisions of Sponsor are final and binding on all entrants. Odds of winning depend on the total number of eligible entries received.

8. Prizes: Each of the 15 winners will receive 2 Surfline Annual Premium Memberships. Winners from the @surfline giveaway entry post will also receive themselves a Surfline Branded T-Shirt.

Prizes are non-transferable and no substitution, returns or exchanges for Prizes will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

9. Release: By completing a Submission, each entrant agrees to release and hold harmless Sponsor, Instagram, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Giveaway or receipt or use or misuse of the Prize.
10. Publicity: Except where prohibited, participation in the Giveaway constitutes recipient's consent (and consent of anyone included in the Submission) to Sponsor's, its subsidiaries and affiliates, use of recipient's name, likeness, photograph, voice, opinions, content submissions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

BY COMPLETING A SUBMISSION, EACH ENTRANT (AND ANYONE PICTURED OR MENTIONED IN THE SUBMISSION) AGREES TO WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, CAUSES OF ACTION AND LIABILITY OF ANY NATURE WHATSOEVER, FOR ANY MATTER, CAUSE OR THING, INCLUDING, WITHOUT LIMITATION, ANY LOSS, INJURY OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY, OR OTHER HARM OR LOSS OF ANY NATURE WHATSOEVER, WHETHER DIRECT, COMPENSATORY, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL, CAUSED OR CONTRIBUTED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, WHILE PREPARING FOR OR PARTICIPATING IN OR OTHERWISE ARISING FROM OR IN CONNECTION WITH ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (WITH RESPECT TO WINNERS), PARTICIPATION IN THIS GIVEAWAY, THE ENTRANT'S SUBMISSION OR ANY GIVEAWAY-RELATED ACTIVITY.

11. Email Permission: By providing your email address to Sponsor anywhere throughout the Giveaway, you consent to Sponsor's email communication with you, about the Giveaway or otherwise.
12. Winner List: To obtain a copy of the winner list or a copy of these Official Rules, send your request to: Surfline\Wavetrak, Inc., 300 Pacific Coast Hwy #310, Huntington Beach, CA 92648. Requests must enclose a self-addressed stamped envelope.
13. Tax information: Liability for any applicable taxes imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize.
14. General Conditions: Sponsor is not responsible for any changes to or unavailability of the Instagram service that may interfere with the Giveaway (including any limitations, restrictions or conditions on Sponsor's ability to use the service in connection with the Giveaway or entrant's ability to complete a Submission). Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Giveaway or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Giveaway is void outside The United States, Australia and New Zealand and where prohibited by law. All federal, and local laws and regulations apply. This Giveaway will be governed by the internal laws of the State of California, United States regardless of conflict of laws principles. Any and all legal actions or claims arising in connection with this Giveaway must be brought in a court of competent jurisdiction within the State of California.

15. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway, the processing of Submission or the selection of Winner(s); (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Giveaway or receipt or use or misuse of any Prize.

IN NO EVENT WILL ANY RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE GIVEAWAY, ENTRANT'S SUBMISSION, ANY PRIZES WON, ENTRANT'S ACCESS TO OR USE OF RELEASED PARTIES' WEB SITES,

APPLICATIONS OR SERVICES, OR THE ACCESSING, DOWNLOADING AND/OR PRINTING OF ANY MATERIAL AVAILABLE ON SAID SITES, APPLICATIONS AND SERVICES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON SPONSOR'S WEB SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

16. Participant's Personal Information: Information collected from participation is subject to Sponsor's Privacy Policy <https://www.surflife.com/privacy-policy>.