

**OFFICIAL RULES OF
VISIT HUNTINGTON BEACH'S
"Why I Surf HB" CONTEST**

The 'Why I Surf HB' contest (the "**Contest**") is provided by Visit Huntington Beach ("**VHB**").

ELIGIBILITY:

The contest is open only to legal residents of the United States of America who have reached the age of majority according to the law of the State in which they reside. Excluded from eligibility are officers, directors, employees, volunteers, agents, and representatives of Visit Huntington Beach (the "**Excluded Individuals**"). Immediate family members of the Excluded Individuals are not eligible to participate in this Contest as well. For the purposes of these Rules, "immediate family" means spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household. **NO PURCHASE IS NECESSARY TO ENTER THE CONTEST.** The Contest is void where prohibited by law.

ACCEPTANCE OF RULES:

Participation in the Contest constitutes an entrant's full and unconditional agreement to these Official Contest Rules (the "**Rules**"), as may be amended by VHB at its sole discretion. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

CONTEST PERIOD:

The Contest commences at 10:00 a.m (PST) on Tuesday, May 16, 2017 and, subject to these Rules, concludes at 11:59 p.m (PST) on Monday, June 5, 2017 (the "**Contest Period**").

PARTICIPATION:

To enter the Contest, an Entrant must do the following:

1. To participate in the Contest, you must have an Instagram account. At the time of writing, there are no fees associated with the creation of an Instagram account.
2. Upload a photo or video to your Instagram account tagged with the hashtag #WhyISurfHB that fits within the theme of the competition during the Contest Period (each "**Photo/Video Submission**"). We want users to show themselves surfing in Huntington Beach and share why they should be chosen to participate in this Guinness World Record Attempt. Demonstrate their surfing skills, pride in Huntington Beach and ability to complete the tasks necessary while forming the "Circle of Honor". Share them on Instagram (the "Theme").
3. To identify their participation in the Contest, applicants must use #WhyISurfHB on their official Instagram contest post (including accepting these contest rules).
4. Only Photo and Video Submissions consistent with the theme of competition, and including the hashtag in the description, are eligible to enter the Contest. Photo and Video Submissions must be original work, does not contain any material that would violate or infringe upon the rights of a third party, including copyrights, trademarks, or rights of privacy or publicity. Photo and Video Submissions can be taken by the applicant themselves or by a third party capturing photo or video of the applicant with the third party's full consent and permission to use such photo and video in the "Why I Surf HB" contest. Visit Huntington Beach retains the sole discretion to disqualify any entry that it believes contains obscene, insensitive or inappropriate content, and that does not comply with these official Rules or is not consistent with the spirit or Theme of the contest.

5. Incomplete entries or entries received after the expiry of the applicable Contest Period will be considered null and void and ineligible to win any prize.
6. There is no limit to the number of Photo and Video Submissions a participant may submit.
7. Participants agree that upon submitting a Photo or Video Submission, VHB shall have permission to publish, distribute, publicly perform or display, post electronically, create derivative works from, or otherwise reproduce in any manner (with a photo credit) the participant's Photo or Video Submission in any media whatsoever, including, without limitation, in connection with the VHB's social media websites, and photostreams anywhere in the world, without further payment or notice for the purposes of VHB's advertising, marketing, promotion, and/or journalistic, archival, historical, internal and external recognition activities.
8. Note: Winners will be responsible for coordinating their own travel to and from Huntington Beach for the contest prize.

PRIZES:

The Contest Prize consists of:

- One spot in the "Circle of Honor" as it attempts to break the Guinness World Record for "most people forming a ring in the water" on International Surfing Day , June 20, 2017 in Huntington Beach, California.
 - This consists of being one of over 500 participants in the Guinness World Record Attempt.
 - The record attempt will take place near the Huntington Beach Pier between 8:00am and 11:00am on June 20, 2017.
- Admission for contest winner plus one guest to Operation Rings Celebration following record breaking attempt at Huntington Beach location to be announced.

Prizes cannot be redeemed for cash, exchanged nor transferred to a third party.

Note: Winners will be responsible for coordinating their own travel to and from Huntington Beach for the contest prize.

Prize Conditions:

Each of the Prize Winners and their Guest must each:

1. be the age of eighteen (18) or over;
2. provide a scan or photocopy of a valid government issued photo identification card such as (driver's license or passport) to Visit Huntington Beach;
3. sign the official Guinness World Record attempt liability waiver, media consent forms and all other associated forms;
4. make their own travel arrangements and be responsible for all costs and expenses not specifically included as part of the above Prize package; and
5. sign and return to Visit Huntington Beach (or its agents) a declaration, consent, and/or a waiver and release in a form acceptable to Visit Huntington Beach and executed by the selected participant (collectively, the "**Conditions**").

If the Prize Winner and/or his or her Guest cannot satisfy any of the foregoing Conditions, then Visit Huntington Beach, in its sole and absolute discretion, can disqualify said Prize Winner and, if

Visit Huntington Beach so chooses, select a new Prize Winner from all remaining Photo and Video Submissions

SELECTION OF WINNERS:

Three (3) Contest Prize winners will be selected by a select panel of surf industry professionals and Visit Huntington Beach. The five finalists will be chosen on June 1, 2015 at 9:00 am PST at the offices of Visit Huntington Beach 301 Main Street, Suite 212, Huntington Beach, CA 92648. The three final Contest Prize winners will be chosen on Tuesday, June 6, 2017 at noon, 12:00 pm PST by the selected panel of surf industry professionals and Visit Huntington Beach at the offices of Visit Huntington Beach 301 Main Street, Suite 212, Huntington Beach, CA 92648. The Contest Prize winners will be publicly announced on Tuesday, June 6, 2017 via the VHB Instagram profile, @surfcityusa.

The odds of being selected will depend on the number of eligible Entrants entries.

VHB will contact the Prize Winners via Direct Message on Instagram and then email to inform a participant that they are a Prize Winner. If after exercising reasonable efforts, VHB cannot reach a participant within two business days, VHB will be free of any liability and may choose another winner. If there is a dispute as to the identity of an online participant, VHB will be free of any liability and may choose another winner.

TERMS OF ACCEPTANCE:

Each Prize must be accepted as awarded. No prize substitution, assignment or transfer of prizes is permitted, except: (i) as otherwise explicitly provided herein; or (ii) at VHB's sole discretion. VHB reserves the right to substitute a Prize with one (1) of comparable value or greater value without liability or consent. All costs and expenses not specifically included above as part of any prize, including, without limitation, insurance, taxes, meals, beverages, gratuities, phone calls, other transportation costs, laundry and mini-bar charges and any other personal and incidental expenses and any taxes thereon, are the sole responsibility of the winner (and his/her Guest, as applicable).

PRIVACY:

VHB, its authorized agents and/or representatives may collect, use, and disclose the personal information provided by each entrant at the time they enter the Contest for the purposes of administering the Contest and Prize fulfillment. By entering this Contest, each entrant expressly consents to the use of their personal information for such purposes.

By accepting a Prize, a winner hereby consents to VHB's use of the winner's name, city of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity that VHB may conduct in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time in perpetuity, without further compensation or notice to the winner.

For further information about VHB's privacy practices, please visit VHB's Privacy Policy at: <http://www.surfcityusa.com/privacy-policy/>.

ADDITIONAL TERMS:

VHB reserves the right, at its sole discretion, to disqualify any participant from the Contest if VHB finds or reasonably believes such individual to be tampering with the entry process or the operation of the Contest or where applicable, the Contest Page; and/or to be acting: (i) in violation of these Rules; (ii) in an unsportsmanlike or disruptive manner; or (iii) with the intent to annoy,

abuse, threaten or harass VHB, any of their respective employees, any other participants, or any other person. Any attempt by a participant or other individual to automate the entry process, or otherwise, undermine the legitimate administration, security or operation of the Contest, is a violation of criminal and civil laws. VHB reserves the right to seek remedies and damages from any such person to the fullest extent permitted by law. Participants engaging in any of the foregoing activities may be disqualified and will forfeit any Prizes won.

The decisions of VHB in regards to all matters of the Contest are final and binding upon participants. In the event of any dispute regarding the interpretation of the rules of the Contest or any decision rendered by VHB, the decision or interpretation of VHB shall prevail.

All participants must comply with applicable laws.

Any entry that is illegible, incomplete, altered, or contains false information, is invalid.

Contestants acknowledge that VHB, and all involved advertising and promotional agencies, other suppliers providing Prizes or other materials or services in connection with this Contest, anyone else involved in the development or execution of this Contest (e.g. Instagram and other social media networks), each of their respective parent companies, subsidiaries and affiliated companies and each of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") have not made, -nor are in any manner responsible, for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to, its quality, merchantability and fitness for a particular purpose. Further, no responsibilities are accepted by any of the Releasees for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT HEREBY RELEASES AND HOLDS HARMLESS ALL OF THE RELEASEES FROM ANY AND ALL LIABILITY, INJURIES, LOSS, CLAIMS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING FROM OR IN CONNECTION WITH: (I) PARTICIPATING IN THE CONTEST; AND/OR (II) ACCEPTANCE, USE, MISUSE OR NONUSE OF ANY PRIZE OR PARTS THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR DEATH, PERSONAL INJURY, DAMAGE OR LOSS OF ANY KIND, LOSS INCURRED DURING TRAVEL TO/FROM, AND/OR ATTENDANCE AT, ANY OF THE EVENTS FORMING PART OF THE PRIZES AND FROM LIABILITY TO ANY OTHER PERSONS RELATING TO OR RESULTING FROM ENTERING THE CONTEST.

Without limiting the foregoing, the Releasees are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, Instagram, or any third parties, or by any of the equipment, hardware, software or programming associated or used with the Contest; (ii) technical errors, defects, delays or failures of any kind, including, without limitation, malfunctions, interruptions or disconnections in communications lines, Internet or website access, hardware or software; (iii) digital or electronic disruptions (e.g. security breaches); (iv) unauthorized human intervention (e.g. hacking); (v) technical or human error which may occur in connection with any aspect of the Contest; (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from a participants or Guest's participation in the Contest, or receipt or use of any Prize; (vii) participants' breach of Instagram terms of use; and (viii) lost, incomplete, illegible or garbled entries, mail or transmissions, interrupted or unavailable network, server or other connections, miscommunications, computer viruses, bugs, worms, tampering, unauthorized intervention, fraud, failed computer hardware or software or telephone transmissions, or other errors or problems of any kind whether electronic, mechanical, or human.

Notwithstanding any other provision contained herein, VHB reserves the right, in its sole discretion, to modify, amend, cancel, suspend, reinstate or close the Contest, at any time in whole or in part without prior notification, and for any reason whatsoever.

The Contest and the Rules shall be governed exclusively by and construed in accordance with the laws in the State of California, without regard to conflicts of laws principles. Any dispute not otherwise determined in accordance with the rules of the Contest shall be adjudicated in the courts sitting in Huntington Beach in the State of California, USA (or any appeals court therefrom).

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. All Entrants are providing information to Sponsors and not to Instagram.