

Official Rules

SHOW US YOUR #BURTON SOCIAL CONTEST

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. How to Enter: Via Instagram or Facebook.

During the Contest Entry Period (defined below), access the Instagram or Facebook application on your mobile device or computer ("Device"), post a photograph that demonstrates the active Burton lifestyle and culture and tag Burton **@burton** and include the hashtags **#Burton** AND **#BurtonSocialContest** in your post to make your submission eligible for consideration in this Contest. Story posts are not eligible for entry. Individuals may enter via both social media channels with no limit to the number of posts/entries. You must make sure your account profile is set to "Public" by making sure the "Photos Are Private" option in the account settings on your account is set to "OFF". If you do not have an Instagram or Facebook application, you may download them through the application store on your Device. The Instagram and Facebook applications are free.

If you choose to enter via Instagram or Facebook using your mobile phone, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your Device's features for capabilities and check the Device manual for specific use instructions.

All entry information, photos and official hashtags shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Guidelines and Restrictions defined below.

Providing a Submission constitutes entrant's consent to give The Burton Corporation, and its designees, licensees or affiliates (collectively, "Burton") a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, in perpetuity, and to incorporate it into other works, in any form, media or technology now known or later developed, for any purpose whatsoever, including for promotional or marketing purposes. Burton will not be required to pay any additional consideration or seek any additional approval in connection with such use. If the Submission contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant is responsible for obtaining, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of majority in their state/province/territory of residence the signature of a parent or legal guardian is required on each release.

Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram or Facebook account, the authorized account holder of the email address used to register on the platform will be deemed to be the entrant. 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 potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of Burton and receipt of entries will not be acknowledged or returned. Burton is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Burton. By entering the Contest,

entrants fully and unconditionally agree to be bound by these rules and the decisions of Burton, which will be final and binding in all matters relating to the Contest.

2. Contest Entry Start/End Dates. Contest begins at 12:00:00 am Eastern Standard Time (“EST”) on January 28, 2019 and ends at 11:59:59 pm EST on February 18, 2019 (the “Contest Entry Period”). Each day begins at 12:00:00 am EST and ends at 11:59:59 pm EST.

3. Eligibility. Participation open only to legal residents of the United States. Void outside of the eligibility territory and where prohibited, taxed or restricted by law. Employees of Burton, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, are not eligible to enter. All federal, state and local laws and regulations apply.

4. Submission Guidelines and Content Restrictions. By entering, each entrant agrees that entrant’s Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Burton, in their sole discretion, may remove any Submission and disqualify an entrant from the Contest if they believe, in their sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions.

Content Restrictions:

- Each Submission, in its entirety, must be a single work of original material taken by the entrant. By entering the Contest, entrant represents, acknowledges and warrants that he or she has full power and authority to enter the photograph, and that the photograph does not infringe any copyright or violate any other intellectual property rights;
- The Submission must not disparage Burton or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not 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 or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created; and
- The Submission must be consistent with the image and values of Burton and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant’s Submission. Each entrant understands and agrees that they shall not have any claim against any other entrant or Burton arising out any such similarity or be entitled to any compensation because of any such similarity.

5. Judging. All Submissions will be reviewed by a panel of judges based on the following criteria: creativity/originality of photograph and post copy (30%); quality of execution (20%) representation of Burton lifestyle/ethos (50%). In the event of tie, the entrant with the highest score in creativity/originality will be judged the winner. If ties still remain, the entrant with the highest score in quality of execution will be deemed the winner. If ties remain, the tied entries will be re-judged on the same criteria.

6. Prize. There is one (1) prize to be awarded: The prize consists of one (1) \$100 Burton gift card, to be redeemable online at www.burton.com or in Burton Flagship or Outlet stores. Total ARV of prize is: \$100.00 No cash equivalents, transfers or substitution of prizes permitted except at the sole discretion of Burton, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion.

7. Notification. Potential winner will be notified on or about February 21, 2019 and will be required to sign and return, where legal, an Affidavit of Eligibility and Release and/or rights transfer document within five (5) days of receipt.

If entrant is the potential winner, they will be notified by a post or message on/to entrant's social media account with instructions on how to claim the prize. Potential winner will be required to respond to Burton via direct message within five (5) calendar days in order to claim their prize. If any winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any winner rejects her prize, or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to a winner selected from all remaining eligible entries received throughout the Contest Period. Upon prize forfeiture, no compensation will be given.

8. Conditions. BY PARTICIPATING, ENTRANTS AND WINNER AGREE TO RELEASE AND HOLD HARMLESS THE BURTON CORPORATION, INSTAGRAM, FACEBOOK, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winner. Participation in Contest and acceptance of prize constitutes each winner's permission for Burton to use her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Burton for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Burton is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

9. Additional Terms. Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Burton, their affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Burton reserves the right, in their sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in their sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond their control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Burton may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Burton. Burton reserves the right, at their sole discretion, to disqualify any individual they find, in their sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Burton may prohibit an entrant from participating in the Contest or winning a prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices

(including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Burton representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, BURTON RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limitation of Liability; Disclaimer of Warranties. IN NO EVENT WILL THE BURTON CORPORATION BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE CONTEST, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS 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 LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be exclusively conducted in Burlington, Vermont, U.S.A.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VERMONT WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Chittenden in the State of Vermont. The parties agree not to raise the defense of forum non conveniens.

12. Use of Data. Burton will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the privacy policy at <http://www.burton.com>. By participating in the Contest, entrants hereby agree to Burton's collection and usage of their personal information and acknowledge that they have read and accepted the privacy policy.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK. YOU ARE PROVIDING YOUR INFORMATION TO THE BURTON CORPORATION AND NOT TO INSTAGRAM OR FACEBOOK.