

## **BURTON SNOWBOARDS “#FEELGOOD20” CONTEST (THE “CONTEST”)**

### **Official Contest Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

**ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL CONTEST RULES.**

1. **Eligibility:** This Contest is open only to those who submit an eligible and acceptable post via Instagram, following all contest requirements, and who are at least eighteen (18) years of age as of the date of entry. The Contest is only open to legal residents of United States and is void where prohibited by law. Employees of Burton Snowboards, its affiliates and their agents, subsidiaries, advertising, production and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Burton Snowboards as final and binding as it relates to the content of this Contest.

3. **Contest Period:** Entries will be accepted online through Instagram beginning at 12:00 AM EST on November 8, 2019 and ending at 11:59 PM EST on December 13, 2019 (the “Contest Entrance Period”). No entries will be accepted beyond this date.

4. **How to Enter:** During the Contest Entrance Period, You enter the Contest by accessing the Instagram application on your mobile device or computer (the “Device”) telling us why you love getting outdoors by posting a :30-:60 second video, sharing a photo, or painting/drawing a picture – be creative! Be sure to include the hashtag #FeelGood20 in your post to make your submission eligible for consideration in this Contest. You must make sure the “Photos Are Private” option in the account settings on your account are set to “OFF”. If you do not have an Instagram application, you may download it through the application store on your Device. The Instagram application is free.

If you choose to enter via Instagram 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, videos 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 Burton Snowboards 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.

Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram 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 Snowboards and receipt of entries will not be acknowledged or returned. Burton Snowboards 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 Snowboards. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of Burton Snowboards, which will be final and binding in all matters relating to the Contest.

The Submission must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Burton Snowboards.

You may enter more than once, but only one submission will be considered as finalist per user.

5. 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 Snowboards, 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. Before submission, entrant will obtain guardian and/or parental approval before posting any images of children under the age of 18.

Content Restrictions:

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights;
- The Submission must not disparage Burton Snowboards 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;
- The Submission must be consistent with the image and values of Burton Snowboards 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 he/she/they shall not have any claim against any other entrant or Burton Snowboards arising out any such similarity or be entitled to any compensation because of any such similarity.

6. Prize: There will be a single winner (the "Winner") of the Contest, and Winner will receive one (1) 2019 Feelgood Snowboard (the "Prize") having an estimated retail value of \$549.95. The final specifications of size of the snowboard are determined per the Winner's request but limited to the current constraints of the standard Feelgood snowboard sizes; 142, 146, 149, 152. The final design of the Prize will be interpreted and created by a Burton Snowboards designer, and the final artwork is at the sole discretion of Burton Snowboards. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of Prize or transfer/assignment of Prize to others or request for the cash equivalent by Winner is permitted.

7. Winner Selection and Notification: Winner will be selected by crowd sourced voting on [Burton.com/blogs/feelgood20/](https://burton.com/blogs/feelgood20/) under the supervision of Burton Snowboards. Potential Winner will be notified by email and/or contacted on Instagram within ten (10) business days following selection of Winner on or around January 15, 2020 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. Burton Snowboards shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's

provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the Prize within thirty (30) days from the time award notification was sent or fails to timely return a completed and executed declaration and release as required, the Prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the Prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT BURTON SNOWBOARDS' SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this Contest (e.g., photo, video, text, etc.), You understand and agree that Burton Snowboards, anyone acting on behalf of Burton Snowboards, and Burton Snowboards licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your Submission, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this Contest, You further represent and warrant that your Submission is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your Submission infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Burton Snowboards. If the content of your Submission is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Burton Snowboards from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Burton Snowboards may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Limitation of Liability; Disclaimer of Warranties: By entering, You agree to release and hold harmless Burton Snowboards, Instagram and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any and all liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her/their acceptance, possession, use, or misuse of any Prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the Submission process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

10. Additional Terms & Conditions: 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 Snowboards, 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 Snowboards 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 Snowboards may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Burton Snowboards. Burton Snowboards 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 Snowboards 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 Snowboard 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 SNOWBOARDS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

BY PARTICIPATING, ENTRANTS AND WINNER AGREE TO RELEASE AND HOLD HARMLESS BURTON SNOWBOARDS, INSTAGRAM, 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, 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 Snowboards to use his/her/their 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 Snowboards 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 Snowboards is not responsible if Contest cannot take place or if any Prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

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

13. Sponsor: The exclusive Sponsor of the Contest is Burton Snowboards. **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO BURTON SNOWBOARDS AND NOT TO INSTAGRAM.**