

# **GAME CONTEST RULES**

## **« Photo Contest August 2019 »**

### **organised by SPOTYRIDE**

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**[GAME WEBSITE]**

#### **ARTICLE 1 – ORGANISATION OF THE GAME**

SpotyRide. Hereafter « the organising company », registered at the Trade and Companies Register under the number **83844563300012** with registered office at Rond-Point Benjamin Franklin, 34000 Montpellier.

This activity is not organised, nor sponsored by Facebook, Google, Instagram, Apple or Microsoft.

It will be held between 1 August 2019 and 5 September 2019.

This contest comprises a contractual agreement between Spotyride and Unleashed that disengages the latter of all liability and Unleashed cannot be held responsible for the organisation of the contest or its implementation.

#### **ARTICLE 2 – CONDITIONS OF PARTICIPATION**

This free game is open to every natural person older than twelve years old who has access to internet and possesses a valid email address, except for employees of the organisers and their family members, as well as any persons who have participated in the creation of the game.

The game is subjected to all provisions of French law that apply to games and contests.

Every participant who is not of age must obtain the previous authorisation of one of his/her parents or of his/her legal guardian in order to participate in the Game.

The organising company may ask every underage participant to provide proof of this authorisation and, where appropriate, it will disqualify any participant that is not able to provide proof of said authorisation.

The organising company may ask any underaged winner to provide said authorisation for his/her participation in the Game.

The organising company reserves the right to draw another winner if the initial winner, if he/she is underaged, is not able to provide sufficient proof of the said authorisation.

The mere fact of participating in this game implies the explicit and without reservations acceptance of this regulation.

## **ARTICLE 3 – HOW TO PARTICIPATE**

This game will take place exclusively on Facebook and Instagram.

Participating in the game is done by:

- 1) **PUBLISHING** a wake-related picture (wakeboard/wakeskate/wakesurf)
- 2) **ADDING** the hashtag #spotyourride to the picture
- 3) **LIKING** the Spotyride page on Facebook or following SpotyRide's account on Instagram.

There are no limits to entries per person – same last name, name, email or Facebook or Instagram username – for the entire duration of the game. Each person may post as many pictures as he/she wishes pursuant to the conditions listed above and in all the available categories. It is nevertheless not permitted to create multiple accounts in order to play through different profiles.

## **ARTICLE 4 – CATEGORIES**

SpotyRide will not retain any pictures that go against the Code of Ethics employed in social media.

There are 3 categories of wake-related pictures for this contest:

1. The **Best Trick** picture which rewards:
  - the angle of the trick
  - the style of the trick
  - the creativity of the trick
  - the resolution of the picture
2. The best **Spot** photo which rewards:
  - the showcasing of the spot
  - the communion between the rider and the landscape
  - The sense of wonder evoked by the picture
  - the resolution of the picture
3. The best **Unusual** picture which rewards:
  - the innovative character of the picture
  - the sense of surprise evoked by the picture

## **ARTICLE 5 – THE COVERAGE OF THE GAME**

The contest is divided geographically in three zones: the Americas, Europe/Africa and Asia/Australia. Each participant will be admitted in a particular zone depending on the profile completed on social media. It is not permitted to own various accounts located in different contents in order to play in multiple zones. The participant may take picture in a spot that is outside the zone where he/she is admitted.

## **ARTICLE 6 – IMPLEMENTATION OF THE GAME**

1 August to 18 August at midnight = Pictures from the community will be shared on social media.

1 August to 18 August at midnight = Among all the pictures, SpotyRide will select 50 in each zone and category to be pre-selected by the jury.

19 August to 21 August at midnight = Pre-selection of the 27 best pictures (3 per category) by the jury.

22 August to 26 August = Publication by SpotyRide (spot) and Unleashed (best trick and unusual) of the pictures selected by the jury. Up to 6 pictures will be published per day.

22 August to 31 August = The community will vote through social media engagement.

1 September = 9 winners will be announced.

1 September to 4 September = Jury votes on the grand prizes

5 September = Winners of the grand prizes are announced

Thus, the participant acknowledges that Sportyride may reuse and republish the photos that comply with the conditions for participation.

## **ARTICLE 7 – THE PRE-SELECTION JURY**

The contest consists of the following jury:

- A team by SpotyRide.
- A team of three professional riders.

The SpotyRide team will represent the jury for the “Spot” category for all three geographical zones. The other two categories will be judged by professional riders and each one of them will be attributed a geographic zone to judge.

The pre-selection of the pictures is to be determined at the jury’s discretion, following various criteria established ahead of time. The jury possesses the undisputable power to select its favourite pictures. Each person that participates in the game accepts the jury’s power.

The jury as a whole will be empowered to designate the grand prize winners.

## **ARTICLE 8 – SELECTION OF THE WINNERS**

The community is the final jury of the contest for all three categories. After the publication by Unleashed and SpotyRide of the pre-selected pictures, the community may vote on its favourite pictures by engaging with these pictures on social media. Here are how the points will be attributed based on various forms of engagement on Facebook and Instagram:

- One like = 1 point
- One comment = 3 points
- One share = 5 points

Per zone and for each category, the picture that has received the greatest number of points by 1 September at 9 o'clock will designate the winner among the participants who have complied with the procedure described in article 3.

The great prize will be won by three participants, one per continent. It will be the jury who will decide on 5 September on the picture that, among the three winners per continent, will deserve to win the grand prize. The selection of the grand prize is left at the discretion of the jury, following criteria laid down in advance. The jury possess the undisputable power to select its favourite photos. Each person that participates in the game accepts the jury's power.

## **ARTICLE 9 – PRIZES**

The game comprises the following prizes, attributed chronologically to the valid participants who have been declared winners. Each of the nine winners will win 100€ and 100 Spotycredits. The final winner per continent will receive a surprise grand prize.

List of prizes:

- A check of 100€ in equivalent local currency
- 100€ Spotycredits credited to the winner's account and to be used on SpotyRide in the future
- A surprise grand prize between 200 and 600€ in value.

The various pictures containing the grand prize shared on social media are not contractually binding and represent only a possibility of what the real grand prize might be.

The organising company reserves the right to proceed with the verification of the age of each player before presenting the prize. The prizes cannot be exchanged against their value in cash or for any other type of prize. The organising company will not be held responsible for the use or non-use, for the trading of the prizes by the winners. In case of force majeure, the organising company reserves the right to replace the prize won with a prize of equivalent value.

## **ARTICLE 10 – IDENTIFICATION OF THE WINNERS AND DISQUALIFICATION**

The participants authorise the verification of their identity. The violation of this regulation, as well as any fraudulent acts or attempts at cheating, regardless of their form, will lead to the direct disqualification of their perpetrators.

## **ARTICLE 11 – ACCESSING THE REGULATION**

The regulation is available for free and any person can request it from the Organiser of the Game at the address of the organiser, or find it on its website.

## **ARTICLE 12 – REIMBURSEMENT OF PARTICIPATION FEES**

Reimbursement of postage costs related to any settlement requests (current low-fare stamp) may be obtained by simple written request to the address of the organising company by enclosing the relevant bank details. The reimbursement of Internet connection fees accrued to participate in the game, within the maximum limit of 3 minutes and excluding mobile participation, can be obtained by simple written request to the address of the organiser by legibly specifying the following information: last name, first name, complete mailing address, date and time of participation. The request for reimbursement must be accompanied by a document detailing all banking details, a copy of the participant's internet bill from his/her access provider where appear: on the one hand the exact nature of the provision of the internet provider and its billing method (unlimited, flat rate, etc.) and, on the other hand, the date and time of connection corresponding to the participation in the game clearly underlined or highlighted by the participant. Given that, taking into account current offerings and technology, some Internet service providers offer free or flat-rate Internet access, it is expressly agreed that all access to the site through a free or lump sum connection (such as in particular cable connection, ADSL or specialized connections) cannot give rise to any refunds, to the extent that the subscription to the services of the provider is in this case contracted by the user for his/her use of the Internet in general and the fact that connecting to the site to participate in the game does not cause the participant any additional fees or disbursements. Photocopying fees for any supporting documents to be provided will be refunded on the basis of 0.15 euros (incl. tax) per sheet.

## **Article 13 – DISPUTES**

This regulation is subject to French law. In order to be considered, any disputes relating to the Game must be made in writing to the address of the organising company. And no later than ninety (90) days after the deadline for participating in the Game as indicated in this regulation. In case of persistent disagreement on the application or the interpretation of this regulation, and in the absence of amicable agreement, any dispute will be submitted to the competent court.

## **Article 14 – MODIFICATIONS**

The Organising Company reserves the right to extend, shorten, modify or cancel the Game at any moment, and specifically in cases of force majeure, and the participants cannot make any claims. The Organising Company reserves the right to replace the prizes won by a prize of the same nature and of equivalent value in case of major problems. All other modifications will be the subject of an addendum made available on the website of the Organising Company at the address <https://unleashedwakemag.com>.

## **Article 15 – LIMIT OF LIABILITY**

Participation in the Game implies the unconditional acceptance of this regulation in its entirety, the rules of professional conduct in force on the Internet, as well as the laws, regulations and other texts applicable in France. Participation in the Game implies knowledge and acceptance of the characteristics and limitations of the Internet, particularly with regard to technical performance, response time to consult, interrogate or transfer information, the risks of interruption, and more generally, the risks inherent in any connection and transmission over the Internet, the lack of protection of certain data against possible diversions and the risk of contamination by possible viruses circulating on the Internet. The Organising Company will not be responsible in case of malfunction of the internet network or the site [unleashedwakemag.com](https://unleashedwakemag.com) preventing access to the game or its smooth running. In particular, the Organiser cannot be held responsible for any acts of external malice. While the Organising Company makes every effort to offer users available and verified information and/or tools, it cannot however be held responsible for errors (including display on game sites, erroneous mails), a lack of availability of information and/or the presence of viruses on the site. It is up to each participant to take all appropriate measures to protect their own data and/or software stored on their computer and telephone equipment against any violation. The connection of any person to the site and participation in the game is under his/her own full responsibility.

### **Furthermore, the Organising Company is not responsible in the event of:**

Phone line problems

Hardware or software problems

Destruction of the information supplied by the participants for reasons not attributable to the Organiser.

Human error or electricity-related errors

Perturbations that may affect the proper flow of the game or malfunctioning of the automated draw process.

In any event, if the smooth administrative/technical running of the Game is disrupted by a cause beyond the control of the Organising Company, it reserves the right to interrupt the Game. Any fraud or non-compliance with this regulation may result in the exclusion of the game of its perpetrator, the Organising Company reserving, if necessary, the right to bring legal proceedings against the perpetrator.

## **Article 16 – Acceptance of this regulation**

The simple participation in this game implies the explicit and without reservations acceptance of this regulation and the use of arbitration as a last resort by the organising company for every dispute pertaining to the interpretation and/or application of this regulation.

SpotyRide Representing  
Legal SpotyRide