

CONTEST
OFFICIAL RULES

Promotion Terms	
Promotion Sponsor	GoPro, Inc. (“GoPro”)
Promotion title	GoPro Creators Challenge (“Promotion”)
Promotion Period	June 19, 2014 – July 11, 2014
Award date	All winners will be announced by July 18, 2014 by 11:59:01 PM PT (“Notification Date”) on GoPro’s website (i.e. gopro.com) or GoPro’s social media pages (Facebook, Twitter, Instagram) and notified individually via email.
Winners	One (1) grand prize winning video and one (4) runners up to be selected based on submissions during the Promotion Period.
Prizes	Winning video submission will win \$5,000 and runners up will be awarded gopro.com coupon codes for 50% off any two items (valid for 6 months from date sent).
Prize value	Estimated value of the total payouts are as follows: Grand Prize (1): \$5,000 USD Runners Up (4): ~\$500 USD
How to Enter	Submit all video or audio visual content, or footage captured and/or recorded with GoPro’s digital audio visual camera, products, or accessories, (the “Submission(s)”) through the submission portal located at GoPro’s website (i.e. gopro.com) or GoPro’s Facebook Page (facebook.com/gopro) NO ENTRY FEE. NO PURCHASE NECESSARY TO ENTER OR WIN.

CONTEST OFFICIAL RULES (cont.)

1. ELIGIBILITY: the “Promotion” is open to GoPro users worldwide that have an active email account and Internet access. Employees of GoPro, GoPro’s parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to GoPro through an outsourcer or temporary employment agency during the Promotion Period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Promotion. Participation in the Promotion constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules (“**Official Rules**”). **VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

2. SUBMISSION REQUIREMENTS

a. By entering a Submission, the entrant certifies and represents that each Submission: (i) is entrant’s original video or audio visual content, footage and photographs– using a GoPro camera - and does not infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate of any applicable law or regulation; (ii) has not been previously awarded a prize, or award during any other contest or promotion sponsored by GoPro (excepting “Photo of the Day” or “Video of the Day” promotions offered by GoPro), (iii) has all rights and licenses necessary to grant to GoPro the rights granted in the Submissions and Appearances; (iv) is not obscene, lewd, profane, pornographic, disparaging, indecent, fraudulent, false, misleading, deceptive, defamatory, vulgar, offensive, discriminatory, hateful, harassing, harmful, violent, threatening, in violation of any applicable law or regulation, does not show illegal or other inappropriate or dangerous behavior, or is not in keeping with the image of the GoPro brand, and does not depict products competitive with those of GoPro, all as determined by GoPro in its sole discretion; (iv) to the extent that the Submissions does not have rights to any music, images, video, audio, photos, text, or other material embedded within the Submission, or that other people recognizable appear in the Submission, (“**Third Party Materials**”), entrant agrees to obtain the appropriate licenses, permissions, and/or releases from the owner of such Third Party Materials. GoPro may request that entrant provide a completed standard release form for any Third Party Materials as a condition to receiving any additional Prizes; and (vi) entrant’s agreement to the terms and conditions of this Agreement will not violate or conflict with any obligations owed by Licensor to a third party.

b. GoPro does not claim any ownership rights in entrant’s Submission nor the Appearances (defined herein), including all intellectual property rights, rights of publicity or privacy and moral rights therein. GoPro owns all right, title and interest in and to any and all GoPro Materials (defined herein) (excluding the Submissions and Appearances), including all intellectual property rights, rights of publicity or privacy and moral rights therein. By entering the Promotion and/or submitting any Submission, you hereby grant to GoPro and its licensees, successors and assigns a worldwide, exclusive (as described herein), perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense:

c. to use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission, in whole or in part, for commercial or non-commercial purposes, including but not limited to the marketing, promoting and advertising of the GoPro brand, products and services, monetization of content through advertising, subscription, licensing and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of GoPro (the “GoPro Materials”), on and through third-party distribution channels selected by, but not affiliated with, GoPro; you also grant GoPro the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission (Entrant agrees that neither GoPro nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the

CONTEST OFFICIAL RULES (cont.)

licenses granted herein), in any form, medium or technology now known or later developed, including, but not limited to, the following (collectively, the “**GoPro Network**”):

- i. **Online / Mobile:** All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by GoPro and/or third parties;
 - ii. **PR / Industrial / Retail:** All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Works and Other Materials at retail establishments (e.g., “point-of-sale” and “point-of-purchase” displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;
 - iii. **Print Media:** The display and other use of Other Materials in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;
 - iv. **Out-Of-Home / Transit / Events:** The exhibition, display, performance and other use of the Works and Other Materials via all forms of out-of-home advertising (including, without limitation, on billboards, “bus wrappers” and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and “ride-sharing” services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);
 - v. **GoPro Studio Templates:** The use by consumers for incorporation as templates within GoPro Studio™ video editing software and sharing tools;
 - vi. **Television:** All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television);
 - vii. **Theatrical:** Theatrical exhibition (including, without limitation, as embodied in motion pictures);
 - viii. **Home Video / EST:** All home video formats (i.e., DVD, Blu-Ray, VHS and other fixed, transportable audiovisual media) and the “electronic sell-through” of motion pictures and television programs embodying the Works in digital download formats; and
 - ix. **Other Uses:** Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Works and/or Other Materials not set forth above.
- d. These Official Rules also governs GoPro’s use of entrant’s name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information (“Appearances”) as included in the Submission, to the extent that entrant recognizably appears in the Submission, you grant GoPro the right to use the Appearances within or in connection with the GoPro Materials, in any and all media now known or hereafter created, including, but not limited, to the GoPro Network, as necessary to exercise the rights granted in these Official Rules.
- e. If a Submission does not meet the criteria set forth herein, GoPro may disqualify and discard the Submission either immediately or at any time during the Promotion. By entering a Submission, entrants acknowledge that GoPro may obtain other submissions, content or materials that are similar or identical in theme, format or other respects to that submitted by the entrant. Entrants acknowledge that, by entering a

CONTEST OFFICIAL RULES (cont.)

Submission, GoPro does not waive any rights to use similar or related ideas, themes, or concepts previously known to GoPro, or developed by its employees, or obtained from sources other than the entrant. GoPro has the right to review all Submissions and all Submissions may or may not be posted on the Promotion Page or in another media, in GoPro's sole discretion. By entering a Submission, entrants agree that the GoPro is not responsible for any unauthorized use of Submissions by third parties. GoPro does not guarantee the posting of any Submission and reserves the right to take down any Submission for any reason at any time. Entrant waives any right to inspect or approve versions or portions of the Submissions used by GoPro in the GoPro Materials as contemplated by this Agreement.

f. No mail-in entries are allowed. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods. There is no limit on the number of times you may enter but each entry must contain a new Submission. Entrants violating any of these Official Rules may be disqualified.

3. JUDGING AND SELECTION OF WINNER:

All qualified Submissions will be judged by a panel of GoPro's employees who are skilled in the fields of creative, marketing, media and advertising. The Submissions will be judged according to the following Factors: (i) originality, and (ii) embodiment of GoPro's brand and lifestyle image. The panel will evaluate the Submissions against the above Factors and, solely at our discretion, select the best Submission. The entrant who's Submission earns the highest overall scores awarded by the judges will be deemed the winner of the contest. If any ties must be broken to determine the winner, the judges will choose the tied.

4. PRIZES AND ODDS: The prizes to be awarded from the Promotion are as set forth in the Promotion Terms. If GoPro publishes the Submission for use in the GoPro Network, Entrant may be eligible to receive additional compensation. If eligible, GoPro will make the program terms available at gopro.com/network-terms. Provided, however, any additional compensation as described above will be considered an advance that is fully recoupable from and against any and all prizes payable hereunder.

The odds of winning a prize depend on the total number of eligible entries received. No cash or other substitution of prizes is permitted, except at the sole option of GoPro for a prize of equal or greater value. GoPro will not replace any lost or stolen prizes.

Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes. Winners are required to complete and submit a W-9 to GoPro prior to delivery of a prize.

5. NOTIFICATION OF WINNERS: The winners will be announced on the Notification Date on GoPro's website or GoPro's Facebook page. The winners will also be individually notified via email on day of announcement and will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within ten (10) days of date of receipt. Should there be any question as to originality of a winning Submission, or in the event that ownership of Submission cannot be satisfactorily determined by GoPro, GoPro reserves the right to revoke a prize and disqualify the Submission. Without limiting any other terms of these Official Rules, if a potential winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner will be selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding the identity of a prize winner, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the entry. "**Authorized Account Holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses

CONTEST OFFICIAL RULES (cont.)

for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.

6. GENERAL RULES: By entering the Promotion, entrants agree to be bound by these Official Rules. The Promotion is offered by GoPro, Inc., 3000 Clearview Way, San Mateo, CA 94402, which is not responsible for (a) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail or otherwise, (b) theft, destruction, unauthorized access to or alterations of entry materials, or (c) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

Entrants, by participating in this Promotion, further agree to waive, release, indemnify, defend and hold harmless GoPro and its parent, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Promotion, including, but not limited to, non-sponsors (together, the “**Released Parties**”), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Promotion, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond GoPro’s control that may cause the Promotion to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Promotion, (iii) printing or typographical errors in any materials associated with the Promotion, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including undeliverable messages resulting from any form of active or passive email filtering by a user’s Internet service provider, lost, late, delayed, inaccurate, incomplete, or misdirected messages, any injury or damage to any person’s computer related to, or resulting from, participation in the Promotion or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion or the processing of Submissions. Winners agree to be bound by the Official Rules, and the decisions of GoPro and judges are final.

IN NO EVENT WILL GOPRO BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS’ PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISESFROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT GOPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. ADDITIONAL CONDITIONS: Except where prohibited by law, by participating in the Promotion, each entrant consents to the use by GoPro and its related and affiliated companies of his/her name, address (city, state), photograph, likeness, biographical information, Submissions, entry and/or statements made by or attributed to the entrant (if true) relating to GoPro or to the Promotion for advertising, publicity and promotional purposes in any and all media now or hereafter known, worldwide in perpetuity, without further notice, permission and/or compensation. All entries, as applicable, become the property of GoPro and none will be acknowledged or returned. Allow six (6) to eight (8) weeks for delivery of prizes.

CONTEST OFFICIAL RULES (cont.)

GoPro reserves the right, without liability to entrant, to cancel, suspend or modify the Promotion (or any portion thereof) in its discretion and at any time if it is determined that fraud, misconduct, or technical failures have corrupted the administration, security, integrity or proper administration of the Promotion. GoPro reserves the right in its sole discretion to disqualify any entrant or winner (and void all associated Submissions) if fraud or tampering with a Submission is suspected, or if the individual fails to comply with any requirement of participation as stated in the Official Rules. The Promotion is subject to these Official Rules and all applicable federal, state and local laws. As stated above, the Promotion is void where prohibited or restricted by law. By participating in this Promotion, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of GoPro, which are final and binding on all matters pertaining to the Promotion. Headings are provided for convenience only. These Official Rules are governed by California law, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Promotion and these Official Rules must be brought in exclusively in the state or federal courts located in Santa Clara County, California.

8. PERSONAL INFORMATION: GoPro may collect personal data about entrants online, in accordance with its privacy policy and as may be more specifically set forth in these Official Rules. Please review these Official Rules and GoPro's privacy policy at www.gopro.com/privacy-policy. Except to the extent restricted by applicable law, by participating in the Promotion, entrants hereby agree to GoPro's collection and use of their personal data and acknowledge that they have read and accepted these Official Rules and GoPro's privacy policy. Unless expressly agreed to as above, personal data will only be used for the purpose of administering the contest and notifying entrants if they have been selected as an eligible prize winner. Such data will not be misused, and will be stored only with GoPro for the purposes identified in these Official Rules. Entrants have a right to access, review, rectify or cancel any personal data held by GoPro by emailing GoPro at sponsor@gopro.com

9. Winner's List: For a list of the prize winners, which will be available seven (7) days after the announcement of the winner, send your request specifying Sweepstakes name and a stamped, self-addressed envelope to Prize Winners, GoPro, 3000 Clearview, San Mateo, CA 94402 within sixty (60) days of the last day of the Sweepstakes Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Sweepstakes Rules, GoPro, 3000 Clearview, San Mateo, CA 94402 prior to the end of the Sweepstakes Period. Vermont residents may omit return postage with Official Rules requests

10. GOPRO'S ADDRESS: GoPro, Inc., 3000 Clearview, San Mateo, CA 94402

11. NON-SPONSORS: The Sweepstakes is not sponsored, endorsed, administered by, or associated with any third party, and no third party endorses the products or services of GoPro or Sweepstakes prizes.