

REEF “JUST PASSING THROUGH GETAWAY” CONTEST

Sponsored by: Reef, a division of VF Outdoor, LLC, Alameda, CA 94502.

NO PURCHASE NECESSARY.

1. **Contest Schedule.** Contest begins 11/15/2017 at or after 12:00:01 a.m. Pacific Time (PT) and ends 12/6/2017 at 11:59:59 p.m. PT.
2. **Eligibility.** Open only to legal residents of the 48 contiguous United States, 18 or older. Employees, officers and directors of Sponsor, its parent, affiliates, subsidiaries and agencies (including Votigo, Inc.) are not eligible to enter the Contest or win the prize. Offered only in the 48 contiguous United States. Void in Alaska, Hawaii, Puerto Rico and where prohibited by law. **By participating in the Contest, you agree to these Official Rules and Sponsor’s decisions, which are final and binding in all respects and not subject to appeal.**
3. **To Enter.** (A) **At Reef Website.** Visit the Reef website at www.reef.com and click on the “JUST PASSING THROUGH GETAWAY” CONTEST button. (Or, access the Contest directly at www.reef.com/giveaway-deals.html.) To enter, complete the official entry form with all required information, including your name and e-mail address, and post an original photo of what you would do on your “Just Passing Through” Getaway: *Where would you go on your “Just Passing Through” Getaway? What was a past experience you had on a “Just Passing Through” Getaway?* You are encouraged (but not required) to include an original caption along with your photo as this will strengthen your entry submission for purposes of the Contest judging to determine the prize winner, as set forth in Rule 7 below. (B) **On Instagram.** Log into your public (not private) Instagram account, follow the official Reef Instagram account, [@reef](http://www.instagram.com/reef) [if you do not already] and post your original “Just Passing Through” Getaway photo and accompanying caption along with the hashtag #JPTContest.** Then, complete and submit an Contest entry form on the Reef website as set forth in (a) above. POSTING OF PHOTO/CAPTION ON INSTAGRAM ALONE WILL NOT RESULT IN ENTRY; TO ENTER THE CONTEST, ENTRY FORM MUST BE COMPLETED IN ADDITION TO POSTING PHOTO/CAPTION ON INSTAGRAM. **All entries must be received by 11:59:59 p.m. PT on 12/6/2017.**

**If the #JPTContest hashtag is incorrect, incomplete or omitted entirely, the posting of photo/caption on Instagram will NOT result in entry. Violation of this requirement may also result in disqualification from the Contest altogether.

4. **Entry Restrictions.** **In submitting an entry, you are agreeing to “opt-in” to receive promotional communications from Reef. You are strongly advised to review Reef’s privacy policy at www.reef.com/customer-service/privacy-policy.html BEFORE entering the Contest. IF YOU DO NOT WISH TO “OPT-IN” TO RECEIVE PROMOTIONAL**

COMMUNICATIONS FROM REEF, DO NOT ENTER THE CONTEST.

If entering via the Reef website, photo must be submitted contemporaneously with submission of completed entry form; but, if entering via Instagram, entry form may be completed and submitted any time AFTER posting of photo/caption (as long as completed entry form is submitted prior to the end of the Contest on 12/6/2017 at 11:59:59 p.m. PT). **Limit of one (1) entry per person.** (A given person may only use one (1) e-mail address and/or Instagram account (as applicable) in conjunction with Contest participation; and, a given Instagram account may only be used by one (1) person to enter the Contest.) Use of any artifice or device to violate the entry limit will result in all entries being declared void, disqualification from the Contest, and possible prohibition from participation in future sweepstakes or contests sponsored by Reef. Receipt of entries (or photo/captions, as applicable) may be acknowledged by Sponsor. Such acknowledgment may include Sponsor posting a comment to a prospective entrant's Instagram account, encouraging him/her to complete the entry procedure on the Reef website or perhaps otherwise addressing the photo/caption (though Sponsor may or may not post comments encouraging persons to enter the Contest on a case-by-case basis and expressly disclaims any and all liability should a given prospective entrant not receive any such "encouragement" comment from Sponsor/its agency for any reason) as well as perhaps posting/re-posting entries. In all cases, such acknowledgment shall not constitute any representation as to Contest eligibility, a notice of selection as the potential prize winner, nor is it otherwise binding upon Sponsor. Proof of transmission of entry/entry form (and proof of posting photo/caption on Instagram) does not constitute proof of receipt or proof of entry. Should there be a dispute as to the identity of a person who submitted an entry, the entry shall be deemed made by the authorized owner of the e-mail account provided on the entry form. Use of automated or programmed means of participation in the Contest is prohibited and will result in automatic disqualification. **Standard message and data rates and/or wireless Internet access charges may apply when participating in the Contest via mobile device.** You may be charged by your wireless carrier in conjunction with Contest entry via mobile device. Be sure to check your wireless carrier's pricing plan before participating in the Contest with a mobile device. Wireless Internet access may not be available in all areas.

5. **Additional Entry Restrictions- Content of Photo/Caption.** Photo (including any accompanying caption) will NOT be eligible for Contest entry if Sponsor determines in its sole discretion that the photo/caption:

(a) violates or infringes upon the rights of any party (including copyright, trademark, right of privacy, right of publicity), including the rights of third party entities ([i] Do NOT use third party trademarks to identify what you would do on a "Just Passing Through" Getaway; e.g., surfing in Maui IS acceptable, but

surfing in Maui using a brand name surfboard is NOT; [ii] Do NOT include any other individuals in your photo/caption without their consent†);

- (b) is inappropriate, obscene, hateful or otherwise unfit for publication;
- (c) advocates the use of alcohol or drugs, acts of violence, dangerous stunts, reckless behavior or illegal conduct;
- (d) disparages or damages the goodwill and/or business reputation of Sponsor or its Reef brand;
- (e) to the extent the photo/caption addresses activities you've done on a "Just Passing Through" Getaway in the past, it is not truthful in all material respects;
- (f) is not related to the Contest theme of what you would do on your "Just Passing Through" Getaway).

†Sponsor reserves the right to condition eligibility upon potential winner furnishing adequate proof of such third party consent(s) to Sponsor, at its request.

6. Grant of Rights in Photo/Caption.

In submitting a photo/caption as an entry in the Contest, you grant to Sponsor and its designees the non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicenseable right and license to use, perform, exhibit, reproduce and/or otherwise exploit the photo/caption in any manner and in any and all distribution channels, venues or media now known or hereafter devised, without further notice or any compensation to you. The preceding grant of rights is subject to any rights retained by Instagram in its social media platform, to the extent applicable.

You further (a) waive any "Moral Rights of Authors" or similar natural rights of ownership you may have in the photo/caption and (b) agree, upon the request of Sponsor and without compensation of any kind, to execute any additional documents so as to effect, record or perfect the grant of rights contemplated by this section.

You also understand and agree that (a) Sponsor has wide access to ideas, stories and other literary/artistic materials submitted to it from outside sources or being developed by its own employees and that such ideas/stories/literary/artistic materials may be competitive with, similar to (or even identical to) the submitted photo/caption and that Sponsor shall have no liability to you or any third party in conjunction therewith; and (b) Sponsor does not have any duty of confidentiality or other fiduciary duty to you relative to your photo/caption.

ANY POSTED/RE-POSTED PHOTO/CAPTION REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE PROSPECTIVE ENTRANT AND DOES NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS MERELY ENCOURAGING PERSONS TO PROVIDE CONTENT REGARDING THE CONTEST THEME OF WHAT A PERSON WOULD DO ON A “JUST PASSING THROUGH” GETAWAY; AND, SPONSOR DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH THE CONTENT OF ANY SUCH PHOTO/CAPTION, INCLUDING MONITORING, FILTERING OR MODERATING PHOTOS/CAPTIONS. SPONSOR WILL NOT EDIT OR MODIFY PHOTOS/CAPTIONS SUBMITTED FOR THE CONTEST.

7. **Selection Of Winner.** Sponsor will evaluate all eligible entries on or about 12/11/2017 based on the following criteria: creativity (20%); originality (10%); overall quality (30%); alignment with the “Just Passing Through” spirit of adventure and travel which defines the Reef brand (40%). The top-rated entry in such judging is the potential prize winner. In the event of a tie, an additional judge will review the tied entries so as to determine the potential winner. The potential winner will be notified via e-mail and will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) and perhaps additional documents (e.g., confirmation of grant of rights in entry), all within five (5) business days. In the event of noncompliance with these requirements, if potential winner cannot be reached for any reason (including failure to receive or respond to notification e-mail for any reason) or if potential winner is determined to be ineligible or otherwise in violation of these Official Rules, he/she shall be disqualified and forfeit the prize without compensation of any kind. In case of prize forfeiture, an alternate winner will be selected from among all remaining eligible entries received via judging as set forth above.
8. **Prize.** Grand Prize (1) - \$1,000 in gift cards that winner may use for travel (or otherwise). Issuer of gift cards will be determined by Sponsor in its sole discretion and is subject to issuer’s terms and conditions of use as stated thereon/provided therewith. No prize substitution except by Sponsor due to prize unavailability for any reason and then for prize of equal value. Gift cards are not redeemable or exchangeable for cash except where required by law. No prize transfer except with Sponsor's permission which may be granted or withheld in its sole discretion without liability of any kind. Taxes and unspecified expenses in conjunction with prize acceptance/use are prize winner’s sole responsibility. Grand Prize winner will be issued an IRS 1099 Tax Form and agrees to fully cooperate with Sponsor with regard to its compliance with applicable government tax filings (this includes provision of Social Security Number).
9. **Releases.** Where legal, by accepting prize, winner agrees (and will confirm in writing upon request) to use of winner’s name, likeness, photo, voice, biographical information, image and other indicia of persona for advertising/publicity/trade purposes by Sponsor

and its designees without further compensation or notice. By participating, entrant releases and agrees to hold harmless Sponsor, its parent, affiliates and subsidiaries, and the directors, officers, agents (including Votigo, Inc.), representatives, shareholders, employees, successors and assigns of any of the above organizations, as well as Facebook and Instagram, from any and all liability arising from the Contest. The preceding includes but is not limited to damage to computer or mobile device (or information/data stored thereon) used by an individual to participate in the Contest.

10. Limitations of Liability. Sponsor's computer is the official clock for the Contest. Sponsor not responsible for photo/captions/entry forms/entries or "encouragement" comments, to the extent applicable, that are late, lost, garbled, incomplete, inaccessible, corrupted, jumbled, misdirected, delayed or damaged, regardless of cause, all of which are void; for technological, programming, electronic, filtering by functionality by Instagram or other error/malfunction/failure of any kind which interferes with the advertising/offering of the Contest in any respect. Sponsor's failure to enforce any provision of these Official Rules in a given instance shall not constitute the waiver of such provision. Tampering with the Contest in any manner will result in disqualification (if applicable) and Sponsor may otherwise seek to protect its rights to the full extent allowed by law. If Sponsor determines in its sole discretion that the Contest – in whole or in part – cannot be conducted as originally planned due to any cause beyond its control (e.g., computer virus/bug, tampering, fraud), Sponsor may cancel, modify or suspend the Contest and make the prize available to be won based on its evaluation of all eligible entries received prior to and/or after the action taken by Sponsor or otherwise in a manner that Sponsor in its sole discretion determines is fair, appropriate and consistent with these Official Rules. In such event, Sponsor will post a notice to such effect on www.reef.com and @reef on Instagram. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

11. Dispute Resolution/Choice of Law. To the fullest extent permitted by law, you agree that:

- (a) any and all disputes regarding the Contest or these Official Rules shall be governed by the internal, substantive law of the State of California (i.e., without regard to choice of law/conflict of law rules of California or of any other jurisdiction);
- (b) you are subject to the personal and exclusive jurisdiction of the United States District Court for the Northern District of California or California state court situate in Alameda County, California;
- (c) you waive any right of change of venue, inconvenient forum or the like;
- (d) any action will be brought by you individually (NOT as part of a class action);
- (e) your recovery in any such action is limited to actual costs involved in participating in the Contest (if any), with all rights to attorneys' fees and any and all damages (including special, compensatory, punitive, consequential damages) being expressly waived.

If the preceding or any other provision of these Official Rules is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be replaced by a substitute provision that most closely approximates the original intent of Sponsor and is

valid, legal and enforceable. The invalidity/illegality/unenforceability of a given provision shall not affect the remainder of these Official Rules.

12. Winner's List. For winner's list, send a request via e-mail to reefcontestwinner@gmail.com with Reef Just Passing Through Winner in the subject line for receipt by 12/15/2017 at 6:00 a.m. Pacific Time. Winner's list will be available after 1/15/2018. Do not use this e-mail address for anything other than the specified purpose. Sponsor will not respond to such mislabeled communications.