

**CONTEST
OFFICIAL RULES**

Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Promotion Terms	
Sponsor	Sponsored by GoPro, Inc. (" GoPro ") (" Sponsor ")
Promotion title	GoPro Mountain Games Scavenger Hunt Contest ("Promotion")
Promotion period	The Promotion begins at 11:01:00 AM Mountain Time ("MT") on June 8, 2017 and ends at 7:59:59 AM MT on June 11, 2017 (the "Promotion Period").
Winners	There will be one (1) Grand Prize Winners and two (2) Runner Up Winners.
Award date	All winners will be notified individually via email by June 11, 2017 by 3:59:01 PM PT ("Notification Date").
Grand Prize(s)	The Grand Prize Winner will be awarded one of the following: GoPro Karma with HERO5 Black ("Grand Prize"). Each Runner-Up Winner will be awarded one of the following: Karma Grip and HERO5 Black ("Runner-Up Prize").
Prize value	The Approximate Retail Value ("ARV") of the Grand Prize is \$1,099.99. The ARV is each Runner-Up Prize Prizes is \$699.98. The ARV of all Runner-Up Prizes is \$1,399.96. The ARV of all prizes is \$2,499.95.
How to Enter	<ol style="list-style-type: none"> 1. Use your GoPro to capture photos and videos from the shot list provided. 2. Turn your shots into an awesome video using our free editing app, Quik™. 3. Post your video to Facebook or Instagram with the hashtags #GoProMtnGames and #scavengerhunt. <p>_____</p> <p>NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. ALL DETERMINATIONS MADE BY CONTEST SPONSOR ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.</p>

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BY PARTICIPATING, ENTRANT ACKNOWLEDGES THAT THEY ARE PARTICIPATING AT THEIR OWN RISK AND THAT NEITHER THE ADMINISTRATOR NOR ANY SPONSOR IS RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY ENTRANT AS A RESULT OF PARTICIPATION IN THIS CONTEST. PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CONTEST. PARTICIPANTS AGREE TO ABIDE BY ALL APPLICABLE LAWS.

1. ELIGIBILITY

The “Promotion” is open to attendees at the 2017 GoPro Mountain that have signed up for the official scavenger hunt at <http://mountaingames.com/events/gopro-experiences/>. 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 photo or video (a “Submission”), the entrant certifies and represents that each Submission: (i) is entrant’s original photographs or videos 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 when used as contemplated in these Official Rules; (ii) has all rights and licenses necessary to grant to GoPro the rights granted in the Submissions and Appearances (defined in 2.d. below); (iii) 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 entrant 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 Prizes; (v) 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; and (vi) the following entry requirements:

- Shot mostly with a GoPro
- Created using the Quik app, available free for iOS and Android
- Includes at least 10 shots from the shot list
- 60 seconds or less
- Hasn’t been posted or published before
- Can include both photos and videos

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, non-exclusive, 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

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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 licenses granted herein), in any form, medium or technology now known or later developed (collectively, the “GoPro Network”)

d. 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 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.

e. 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.

From the time a Submission is submitted, the Sponsor reserves the right to review the Submission before posting it online, or to remove any Submission even after it has been posted. No guarantee is made regarding the length of the review period, or that any particular Submission will or will not be posted. Sponsor reserves the right, in its absolute discretion, to determine if any particular Submission is appropriate for posting. All Submissions that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

3. JUDGING AND SELECTION OF WINNERS:

All eligible Submissions will be judged by a panel of judges who are skilled in the fields of creative, marketing, media and advertising. The Submissions will be judged according to the following Factors: (1) Demonstrates technical ability, such as camera use, cinematography and editing (50%), and (2) completion of at least 10 shots from the shot list (50%). The panel will evaluate the Submissions against the above Factors and, solely at their discretion, to select the best Submissions. Winners will be selected and notified on the schedule set forth in the “Promotion Terms” above. In the event of a tie, the entrant as determined by the qualified judges, in their sole discretion, will be deemed the winner. In the event other third persons are visible in the Submission, the winner will be to the person who captured the Submission. Sponsors reserves the right not to select a winner if, in its sole discretion, it does not receive an eligible and qualified Submission.

4. PRIZES AND ODDS:

The prizes to be awarded from the Promotion are as set forth in the “Promotion Terms” above.

Winners are solely responsible for any and all 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.

Unless specifically stated above, winners are responsible for all other costs and expenses associated with the prizes, including, but not limited to, transportation, transportation/transfers to and from their respective residences, airports, and hotels; any taxes, duties, fees, or other charges imposed by airlines, hotels and governmental bodies; food; gratuities; personal conveniences and expenses; and insurance. All travel dates and travel and hotel arrangements are subject to change and availability, holiday and blackout dates. **Additional travel conditions, limitations, and**

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restrictions may apply. Sponsor is not responsible for flight cancellations or delays. Sponsor will not replace any lost or stolen tickets, travel vouchers, certificates, or prize items.

No cash equivalent or substitution of any prize is offered, except at the sole discretion of the Sponsors. Prizes are not assignable or transferable and may not be sold. No substitution is permitted except if a prize is unavailable, in which case a prize of equal or greater value will be awarded at sole discretion of Sponsor. Any other incidental expenses on prizes not specified herein are the winner's sole responsibility.

By accepting a prize, each Winner further agree to release the Sponsor, from any and all liability, loss or damage of any kind arising out of or in connection with Winners' participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

No confidential relationship is established by any Entrant and the Contest Entities as a result of entering the Contest. None of the information submitted by the Entrant will be treated as trade secrets, confidential information or as protected data under any obligation. Potential Entrants do not receive by way of or under the Contest any intellectual property or other rights in any copyrights, patents, trademarks, trade names, technology, trade secrets or know-how of the Sponsor or any third party.

The prizes are a single indivisible package; and any refusal of a Winner (or potential Winner as the case may be) to accept any terms or any portion of a prize package or any attempt to transfer, sell, fail to cooperate with, renounce, repudiate and/or refuse any part of a prize package may immediately disqualify the winner (or potential winner) from the Contest and/or cause such winner (or potential winner) to forfeit all or any portion of the prize package in the Sponsor's sole discretion. In the event of disqualification of a Winner, Sponsor may select the Entrant with the next highest ranking as determined by the Judging Panel as the Winner. **ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.**

5. NOTIFICATION OF WINNERS:

The winners will be notified on the Notification Date on GoPro's website or social media pages (Facebook, Twitter, Instagram) and/or notified individually via email. The winners will also be individually notified via email on day of announcement and may 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, of 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 awarded to an alternate winner. 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 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,

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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.

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 ARISE FROM 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. Submissions will not be acknowledged or returned. Allow sixty (60) days for delivery of prizes.

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, in which case prizes will be awarded in a fair and equitable manner among eligible entries received that are not affected by the problem, to the extent possible. 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 the judges, 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, and you hereby consent and waive any objection to the jurisdiction of said courts for any such dispute. By making a Submission, you agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney’s fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

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8. PERSONAL INFORMATION:

The personal information submitted by entrants will be shared between the Sponsors and the affiliates of either entity and used for the purposes described in these Official Rules, and will otherwise be handled in accordance with the GoPro Privacy Policy located at <http://gopro.com/privacy-policy>.

9. WINNER LIST:

For a list of the prize winners, which will be available seven (7) days after the announcement of the winner, send 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 Promotion Period. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Promotion Rules, GoPro, 3000 Clearview, San Mateo, CA 94402 prior to the end of the Promotion Period. Vermont residents may omit return postage with Official Rules requests.

10. GOPRO'S ADDRESS:

GoPro, Inc., 3000 Clearview, San Mateo, CA 94402