

**DEW TOUR AM SEARCH VIDEO CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED KINGDOM WHO ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY.**

The Dew Tour Am Search Video Contest (“Contest”) is sponsored by PepsiCo International Limited of Building 4, Chiswick Park, 566 Chiswick High Road, London W4 5YE (“Sponsor”).

**1. CONTEST PERIOD:** The Contest begins on June 19, 2017 at 12:01 A.M. Eastern Time (“ET”) and ends on August 7, 2016 at 11:59 P.M. ET. The Sponsor’s computer will be the official clock of the Contest.

**2. UPLOAD, PUBLIC VOTING, AND JUDGING DATES:** In the below table, all the start dates, start at 12:01 A.M. ET, and all the end dates, end at 11:59 P.M. ET.

ROUND	DESCRIPTION	START DATE	END DATE
#1	a) Entrant video upload dates (“Upload Dates”):	a) June 19, 2017	a) July 17, 2017
	b) Judging dates for Contest judges to judge all eligible videos (to determine top 5 videos):	b) July 17, 2017	b) July 23, 2017
#2	a) Public voting of the top 5 videos:	a) July 24, 2017	a) August 7, 2017
	b) Judging dates for Contest Judges to judge between the top 5 videos:	b) July 24, 2017	b) August 7, 2017

**3. ELIGIBILITY:** This Contest is offered only to legal residents of the United Kingdom who are at least eighteen (18) years old at the time of entry, are amateur skateboarders (defined as having no pro model products sponsors and having made no money from skateboarding), and possess their own valid and unexpired passport that permits travel between the United Kingdom and Spain and that expires after October 28, 2017.

The Sponsor, Grind Media, LLC and their respective parent companies, subsidiaries and affiliates, distributors, dealerships and other companies/consultants involved in the implementation and execution of the Contest are collectively referred to herein as the Contest entities (“Contest Entities”). Employees of the Contest Entities and each of their respective immediate family members (i.e., spouse, parent, child, sibling and the “steps” of each) and persons living in the same household of each are not eligible to participate in the Contest. Contest is void where prohibited or restricted by law. By participating in this Contest, an individual who meets the eligibility requirements and enters the Contest (individually “Entrant” and collectively “Entrants”) agrees to be bound by these official rules (“Official Rules”) and agrees that the decisions of the Contest Entities and their respective agents shall be final and binding in all matters pertaining to the Contest.

**4. HOW TO ENTER THE CONTEST:** During the Contest Upload Dates, go to [dewtour.com/amsearch](http://dewtour.com/amsearch) ("Page") and follow the on-screen instructions and provide all of the requested information on the entry form, which includes (but is not limited to): your first and last name, email address, mailing address and date of birth. Entrants must then provide their YouTube video link (must be a registered YouTube user) where their Contest video is located. Sponsor may also ask optional questions; completion of these questions is not required to enter the Contest.

**Contest Video:** Your Contest video ("Video") must NOT be more than 2 minutes long (Videos longer than 2 minutes will be disqualified). Your Video must showcase your best skateboarding tricks. IMPORTANT: Please do not attempt a trick that is above your ability level.

**Video restrictions:** Your Video must comply with all of the following or may be disqualified at Sponsor's sole discretion:

Maximum length: 2 minutes;

May include the raw audio collected during filming but must not have any additional audio;

Multiple angles may be shown in the Video, but each trick must be shown in its entirety from takeoff to landing in one angle;

Any clips used to produce the Video must have been shot in the last two years; and

Video must: be truthful, contain all original content (nothing copied from others), be self produced, be unpublished, have not been used in another competition, be in compliance with all applicable laws, rules and regulations, not infringe third party rights, and not infringe any copyright or trademark.

**Entry Limit:** Limit one (1) entry per person. Entrants attempting to use multiple accounts or identities may be disqualified, at Sponsor's sole discretion. Entries received from any individual in excess of the stated limitation will be void.

**Social Media:** By participating in the Contest, Entrant understands that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, Google+ (or any other social media site) and that the Entrant is providing his or her information to Sponsor and its designees only. Further, Entrant specifically agrees to release Facebook, Instagram, Twitter and Google+ from any and all liability associated with this Contest.

#### **5. ADDITIONAL VIDEO DETAILS:**

**Video ownership:** Entrant must own all Video content. Any person who appears in the Video, is identified in the Video, or helped produce the Video must grant ownership rights to the Entrant. The Entrant must have a signed/dated written statement from any such person acknowledging the transfer of any ownership rights they may have in the Video to the Entrant.

**Video rights:** Entrant agrees that by submitting the Video (and related content) in the Contest, the Entrant thereby grants the Released Parties (defined below) the non-exclusive, royalty-free, and irrevocable rights to use, post, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Video (and related content) and to incorporate the Video (and related content) in other works in any and all markets and media worldwide in perpetuity and without any payment to Entrant and without any rights of attribution and integrity. Entrant warrants that they have the sole and exclusive right to grant such rights to the Released Parties (defined below) and that the Released Parties' (defined below) reproduction, publishing, displaying, and/or other use of the Video (and related content) will not

infringe on any rights of third parties, including without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract and Entrant agrees to indemnify and hold harmless the Released Parties (defined below) from any claims to the contrary. In addition, by entering and/or accepting a Contest prize, an Entrant/Contest winner or potential winner also waives all moral rights to the Video and related content.

**Inappropriate Videos:** Any Video which Sponsor, in its sole discretion, deems to be inappropriate for publication will be disqualified. Videos must meet the following requirements, otherwise they may be declared inappropriate and disqualified:

- a) Videos shall NOT contain (or promote) swear words, violence, nudity, pornography, sexually explicit/suggestive material, **illegal/dangerous/unsafe activities**, any form of hate, obscene/offensive material, endorsements of alcohol/illegal drugs/tobacco, or firearms/weapons, or a particular political agenda;
- b) Videos shall NOT defame, misrepresent or disparage the Released Parties (defined below), or their respective products, or any other company/product/group or person, or be derogatory of any person/group; and
- c) Videos shall NOT contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses of any person (living or dead).

**6. PUBLIC VOTING AND JUDGING BY THE CONTEST JUDGES:** Please see table in section 2 above for all Contest video upload dates, public voting dates and judging dates.

**Public Voting:** Public voting is only possible in round 2 (see public voting dates in the table in section 2 above). Public voting is limited to one (1) vote for only one (1) Video per person, per day ET during the public voting dates. The public vote score is the tally of the total eligible public votes a Video accumulates during the applicable public voting dates.

**Video Selection Table:** Only the winner of round 2 wins a prize in the Contest. The Contest consists of two (2) rounds as detailed in the below table (and in the table in section 2 above). For round 1, the Video selections for the next following round are determined as follows and for round 2, the Contest winner selection is determined as follows:

ROUND	FOR EACH ROUND, THE FOLLOWING ENTITIES WILL DETERMINE WHICH VIDEOS ENTER THE NEXT ROUND, AND WHICH IS THE FINAL PRIZE WINNER:	NUMBER OF VIDEOS SELECTED (at end of each round)	% CONTRIBUTION BY EACH JUDGING/VOTING ENTITY (towards Video selection at the end of each round)
#1	a) Judging by at least two editors from Dewtour.com.	Top five (5) Videos	a) 100%
#2	a) Public voting count. b) Judging by at least two editors from Dewtour.com.	One (1) Contest Winner	a) 45% b) 55%

**Judging Criteria:** The above table lists the Contest judges (“Judges”). The above table also lists the contribution % that the Judges score contributes in each Video selection process from rounds 1-2. In each round, the Judges will assign each Video a rating from 1-10 (10 being best) and will use the following judging criteria (in equal measure) to reach the said rating: a) Compliance with the Video parameters as described in these Official Rules; b) Technical merits of tricks performed; c) Quality of Video editing, and; d) How well each trick was landed.

**Ties:** If there are any ties after tallying the Judges rating and any applicable public voting tally (collectively "Cumulative Score"), such ties will be broken by tallying the Judges rating (in equal measure) for the following two criteria: Technical merits of tricks performed and quality of Video editing.

**Alternate Winner Selection:** If for any reason a Contest prize cannot be awarded to a winner as described herein, the Contest prize will be awarded to the entrant with the next highest Cumulative Score ("Alternate Winner Selection").

**7. PRIZES, AND APPROXIMATE RETAIL VALUE:** One (1) grand prize will be awarded in the Contest. The grand prize is: A trip for two people (the Contest winner ("Winner") and a guest) to travel to Barcelona, Spain from September 22, 2017 to September 25, 2017 to compete in the Dew Tour Amateur contest from September 23, 2017 to September 24, 2017. The Winner's guest ("Guest") must be eighteen (18) years or older when the below mentioned Release (defined below) is executed. The grand prize consists of: a) Coach class return airfare for the Winner and Guest to fly to and from Barcelona El Prat Airport Spain from a major gateway airport closest to the Winner's residence in the United Kingdom (Winner and Guest must fly together); and b) 3 nights lodging (double occupancy). All grand prize details (including, but not limited to flights, seats, hotel, and room) will be designated solely by Sponsor, and may be changed at any time based on Sponsor's sole discretion. The prize trip must be taken on above-mentioned dates or Winner may forfeit any right to the prize and the prize may be awarded to an alternate winner via Alternate Winner Selection. The total approximate retail value ("ARV") of the grand prize is \$6,000.00 (actual value may vary depending upon location of a Winner and fares/rates when booked).

**Not included in Prize:** The prize does NOT include any of the following: baggage fees, ground transportation, meals/food, in-flight beverages, entertainment, room service, wifi charges, phone charges, gratuities, incidentals and personal expenses. Any expenses/costs associated with a prize, its acceptance, use or enjoyment that are not listed herein as included with a prize are the Winner's responsibility and will not be provided. A Contest prize is limited to only include those items specifically listed herein as being a part of a prize. Any portion of the grand prize not accepted by the winner will be forfeited.

**General prize conditions:** Visual prize graphics may not accurately represent an awarded prize. Prize is non-transferable and non-assignable, and no substitution, exchange or cash equivalent will be allowed, except by Sponsor at Sponsor's sole discretion. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a prize or does not properly redeem a prize, the said potential winner may, at Sponsor's sole discretion, forfeit the applicable prize and an Alternate Winner Selection may be performed. At Sponsor's discretion, unclaimed prizes may not be awarded. No more than the stated number of prizes in these Official Rules will be awarded.

**8. HOW TO CLAIM A PRIZE:** Within about three (3) days of the close of the Contest a potential winner will be sent an email notification with further instructions on how to claim his/her prize. A winner is deemed to be a potential winner pending verification of his or her eligibility and compliance with these Official Rules as determined by Sponsor, at Sponsor's sole discretion.

**Entrants must check their emails:** Each Entrant is responsible for monitoring his or her email account to check for any email winner notification from the Sponsor.

**Winner responsibilities:** Potential winner will be notified by email (or other method at Sponsor's discretion) and will be required to execute and return (as directed) within a stated amount of time ("Deadline") an Affidavit of Eligibility (including where lawful a Publicity Release), and other documents as required at the discretion of the Sponsor. In addition, the Guest will be required to execute and return a Travel Companion Release ("Release") including where lawful

a Publicity Release. The Release will have the same Deadline as the Deadline for the Winner's own documents and must be returned (as directed) with the Winner's own executed winner documents in the same package/transmission. If any of the above-mentioned documents required of the Winner/Guest are not received by the Sponsor by the Deadline, or if any notification is returned as non-deliverable, or if a potential winner does not reply to the winner notification within two (2) days after first attempt, or does not return any such other releases/forms as deemed necessary by Sponsor or if a potential winner is unable to travel during the time period specified, the potential winner may be disqualified and at Sponsor's discretion, an alternative potential winner may be selected via Alternate Winner Selection. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrants.

**9. LIMITATION OF LIABILITY:** The Contest Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents are collectively referred to herein as the released parties ("Released Parties").

**By participating in this Contest, Entrants agree that:**

a) The Released Parties are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable communications, email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Page/Usenet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of entry information; or the failure to capture, or loss of, any such information.

b) The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Page users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Page or any Contest-related website(s).

c) The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize.

d) The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, at Sponsor's sole discretion, be disqualified.

**Remedies:** If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Contest, the Entrant's sole remedy is to enter the Contest again (if the Contest has closed, then the said Entrant shall have no other remedy apart from the possibility of entering a future contest of the Sponsor, with the understanding that there is no guarantee of any such future contest).

**Unforeseen Events:** If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner that it deems fair and reasonable.

**Laws and Regulations:** Contest is subject to all federal, state, and local laws and regulations.

**By entering the Contest, each Entrant agrees:**

a) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor which shall be binding and final;

b) to waive any rights to claim ambiguity with respect to these Official Rules;

c) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and

d) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with:

(i) the Contest, including but not limited to any Contest-related activity or element thereof, and the Entrant's Video (and related content), and participation or inability to participate in the Contest;

(ii) the violation of any third-party privacy, personal, publicity or proprietary rights;

(iii) typographical or printing errors in these Official Rules or any Contest materials;

(iv) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof);

(v) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond the Released Parties control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules;

(vi) any interruptions in or postponement, cancellation or modification of the Contest;

(vii) human error;

(viii) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof);

(ix) any technical malfunctions or unavailability of the Page or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant;

(x) interruption or inability to access the Contest, the Page or any other Contest-related websites or any online service via the Internet due to hardware or software compatibility problems;

(xi) any damage to Entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest;

(xii) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions;

(xiii) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries;

(xiv) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties;

(xv) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); and/or

(xvi) the negligence or willful misconduct by Entrant.

**Warranty:** Without limiting the foregoing, everything regarding this Contest, including the Page and a Contest prize and/or any and all prize component(s), are provided “as is” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

**10. PRIVACY POLICY:** Any personally identifiable information collected during an Entrant’s participation in the Contest will be collected by Sponsor or its designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with the Privacy Policy as stated at <http://www.entusiastnetwork.com/privacy/>.

**11. PUBLICITY RIGHTS:** By participating in the Contest and/or accepting a prize, each Entrant agrees to allow the Released Parties and/or their respective designee the perpetual right to use his or her name, biographical information, photos and/or likeness, Videos and statements/blogs (and if declared a winner, the winner’s address) for contests/sweepstakes trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**12. WINNER WAIVER OF CLAIMS:** By accepting a Contest prize, a winner agrees to voluntarily waive, release and relinquish any and all claims, damages, losses, expenses, remedies, demands, debts, obligations, causes of action and/or claims for relief (collectively “Claims”) that a winner may have against the Released Parties and agrees to discharge, to indemnify and hold harmless the Released Parties from all Claims arising out of or relating to the Contest and/or a Contest prize, including but not limited to Claims for bodily injury, personal injury, emotional distress, property damage, or death and/or dismemberment (collectively “Damages”) occurring to a winner or others. In addition, by accepting a prize, a winner agrees to be responsible to research the details about a prize including any inherent dangers associated with a prize and as a result agrees to accept personal responsibility for any such dangers and any resulting Damages. [However, nothing in these Official Rules shall exclude liability of the Released Parties for death or personal injury caused by their negligence.](#)

**13. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected at Sponsor's sole discretion that an Entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, multiple accounts, proxy servers or like methods, all of that Entrant's entries will be declared null and void, and that Entrant will be ineligible to win a prize. Also, if it is discovered that any Entrant attempts to receive additional entries in excess of the stated limitation, that Entrant may, at Sponsor's sole discretion, be disqualified from the Contest. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the person who appears in the Video (subject to compliance with the herein described requirements and restrictions). Sponsor reserves the right to disqualify any participation in the contest to any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in any way in the Contest may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, THE PAGE, OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries, Video and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any Contest promotional materials/notifications, the details of the Contest as set forth in these Official Rules shall prevail.

**14. WINNER'S LIST:** To obtain the name and county of the winner, interested individuals should place a self-addressed, stamped business-sized envelope in an envelope and mail it to: The Dew Tour #AmSearch Video Contest – Winner's List Request, c/o PepsiCo International Limited of Building 4, Chiswick Park, 566 Chiswick High Road, London W4 5YE. Winner's list requests will only be accepted after August 7, 2017, and must be received by September 30, 2017.

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