

VEGA® HELMET

## SUMMER PHOTO CONTEST

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.** CONTEST IS OPEN TO LEGAL RESIDENCE, AGES 18 AND OLDER, OF THE 50 UNITED STATES, AND THE DISTRICT OF COLUMBIA. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

#### **BINDING AGREEMENT:**

IN ORDER TO ENTER THIS CONTEST, YOU MUST AGREE TO ALL TERMS AND CONDITIONS LAID FORTH IN THESE OFFICIAL RULES ("RULES"). PLEASE READ THESE RULES PRIOR TO SUBMITTING AN ENTRY AND ENSURE YOU UNDERSTAND AND AGREE TO THESE RULES. YOU HEREBY AGREE THAT ENTRY INTO THIS CONTEST CONSTITUTES YOUR AGREEMENT TO THESE RULES. YOU MAY NOT SUBMIT AN ENTRY, AND MAY NOT WIN A PRIZE UNLESS YOU AGREE TO THESE RULES. THESE RULES FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SOARING HELMET CORPORATION® ("VEGA" OR "VEGA HELMET") WITH RESPECT TO THIS CONTEST.

#### **ELIGIBILITY:**

IN ORDER TO BE ELIGIBLE FOR THIS CONTEST YOU MUST MEET THE FOLLOWING CRITERIA:

- I. YOU MUST BE 18 YEARS OR OLDER ON THE DATE OF YOUR SUBMISSION.
- II. YOU MUST BE A LEGAL RESIDENT OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA.

EMPLOYEES OF VEGA HELMET®, CONTRACTORS FOR VEGA HELMET®, VEGA® DEALERS, EMPLOYEES OF VEGA® DEALERS, AND THEIR IMMEDIATE FAMILIES (PARENTS, SPOUSES, SIGNIFICANT OTHERS, AND CHILDREN OF EACH, REGARDLESS OF WHERE THEY LIVE), AS WELL AS HOUSEHOLD MEMBERS OF EACH ARE NOT ELIGIBLE TO ENTER, OR PARTICIPATE IN THE ENTRY OF THIS CONTEST. VEGA® RESERVES THE RIGHT TO VERIFY THE ELIGIBILITY OF ALL ENTRANTS AND TO ADJUDICATE ON ANY DISPUTE AND ANY TIME.

## **SPONSOR:**

THIS CONTEST IS SPONSORED BY THE SOARING HELMET CORPORATION® (“VEGA” OR “SPONSOR”) A WASHINGTON CORPORATION WITH ITS PRINCIPLE PLACE OF BUSINESS AT 18200 OLYMPIC AVENUE SOUTH, TUKWILA, WA 98188, USA.

## **CONTEST PERIOD**

THE CONTEST BEGINS AT 12:00AM PACIFIC TIME (PT) ON MONDAY, JULY 14<sup>TH</sup>, 2014 AND ENDS AT 11:59PM PT ON AUGUST 31<sup>ST</sup>, 2014 (“CONTEST PERIOD”) ENTRANTS ARE HEREBY RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

## **HOW TO ENTER:**

NO PURCHASE NECESSARY TO ENTER OR TO WIN. TO ENTER THIS CONTEST, VISIT VEGA HELMET’S® FACEBOOK® PAGE AT [HTTPS://WWW.FACEBOOK.COM/VEGAHELMETUSA](https://www.facebook.com/VEGAHELMETUSA) (“CONTEST SITE”) DURING THE CONTEST PERIOD AND SUBMIT YOUR PICTURE TO VEGA’S® “WALL” SPONSOR WILL NOT ACCEPT PHOTOS DELIVERED VIA ANY OTHER MEANS. ALL PHOTOGRAPHS MUST MEET THE “PHOTOGRAPH CRITERIA” WHICH IS DESCRIBED BELOW.

ALL ENTRIES MUST BE RECEIVED BY 11:59PM ON AUGUST 31<sup>ST</sup>, 2014. ENTRIES RECEIVED AFTER THIS POINT WILL BE DISQUALIFIED. ENTRIES ARE VOID IF THEY ARE IN WHOLE OR PART ILLEGIBLE, DAMAGED, INCOMPLETE, ILLEGALLY OBTAINED, OR LATE. ALL PHOTOGRAPHS MUST BELONG TO THE ACCOUNT OWNER SUBMITTING THEM, AND POTENTIAL WINNERS MAY BE REQUIRED TO SHOW PROOF OF BEING THE ACCOUNT HOLDER.

## **PHOTOGRAPH CRITERIA:**

ENTRANTS MUST SUBMIT PHOTOGRAPHS (“PHOTO”) THAT FOLLOW THE FOLLOWING CRITERIA, ANY PHOTOS NOT MEETING THE BELOW CRITERIA ARE CONSIDERED VOID. BY SUBMITTING AN ENTRY IN THIS CONTEST, REGARDLESS OF STATE OF RESIDENCY (OR THE DISTRICT OF COLUMBIA), THE ENTRANT WARRANTS AND REPRESENTS THAT THEIR PHOTOGRAPHS CONFORM TO THESE OFFICIAL RULES AND MEET THE FOLLOWING STANDARDS:

- THE PHOTOGRAPH IS AN ORIGINAL WORK, AND DOES NOT CONTAIN, INCORPORATE, OR IN ANY OTHER WAY, USE CONTENT, MATERIALS, OR ANY ELEMENT THAT IS OWNED BY A THIRD PARTY.
- THE PHOTOGRAPH CANNOT HAVE BEEN PREVIOUSLY SUBMITTED TO A PHOT CONTEST.
- PHOTOGRAPHS THAT AT THE SPONSOR'S DISCRETION ARE DEEMED INAPPROPRIATE OR NOT IN LINE WITH THE SPIRIT OF THIS CONTEST WILL BE DISQUALIFIED FROM COMPETITION.
- THE PHOTOGRAPH MUST NOT BE OR INCLUDE ANY CONTENT, MATERIAL, OR ELEMENT WHICH IS UNLAWFUL OR IS OTHERWISE IN VIOLATION OF OR TO THE CONTRARY OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS OF THE STATE OR DISTRICT IN WHICH THE PHOTO WAS CREATED.
- THE PHOTOGRAPH MUST NOT REFERENCE ANY PERSON, GROUP OR ORGANIZATION WITHOUT THEIR EXPRESS WRITTEN OR VERBAL PERMISSION, SUBJECT TO FEDERAL, STATE AND LOCAL LAWS.
- THE PHOTOGRAPH MUST NOT BE SUBJECT TO ANY THIRD PARTY AGREEMENT OR AGREEMENTS WHICH MAY REQUIRE THE SPONSOR TO PAY INTELLECTUAL PROPERTY RIGHTS, OR ANY SUM OF MONEY TO ANY PERSON OR ENTITY AS A RESULT OF ITS USE OR EXPLOITATION OF THE PHOTOS OR RIGHTS THEREIN.
- PHOTOGRAPHS MUST BE SUBMITTED IN HIGH RESOLUTION JPEG FORMATTING, AND MUST BE CLEARLY LEGIBLE.

DURING THE CONTEST, THE SPONSOR, OR ITS AGENTS WILL EVALUATE ENTRIES TO ENSURE THEY COMPLY WITH THE PHOTOGRAPH CRITERIA. THE SPONSOR WILL MAKE EVERY EFFORT TO ENSURE THAT EVERY PHOTO IS REVIEWED; HOWEVER, THEY MAY NOT BE ABLE TO REVIEW ALL ENTRIES DURING THE ALLOTTED CONTEST PERIOD.

#### **JUDGING:**

THE CONTEST WINNER WILL BE SELECTED BASED ON THE SUBMITTED PHOTOGRAPHS, AND THE PICTURE DEEMED TO BE THE "BEST" BY THE SPONSOR WILL WIN. PHOTOGRAPHS FEATURING VEGA©, OR STEALTH© HELMETS AND GEAR MAY, AT THE SOLE DISCRETION OF THE SPONSOR BE GIVEN PREFERENTIAL TREATMENT. THE CRITERIA FOR WINNING ARE DETERMINED AT THE SOLE DISCRETION OF THE SPONSOR AND IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL ENTRIES WILL BE REVIEWED AS THEY ARE SUBMITTED, AND THE WINNER WILL BE SELECTED ON OR ABOUT SEPTEMBER 5<sup>TH</sup>, 2014. THE WINNER WILL BE CONTACTED VIA PHONE, EMAIL, OR MAIL ON OR ABOUT SEPTEMBER 8<sup>TH</sup>, 2014. ENTRANT(S) SELECTED AS A

WINNER SHALL RESPOND TO THE SPONSOR'S CONTACT ATTEMPTS WITHIN 7 BUSINESS DAYS IN ORDER TO RECEIVE THEIR PRIZE. IF THE SPONSOR IS UNABLE TO CONTACT A SELECTED WINNER, THE SPONSOR RESERVES THE RIGHT TO SELECT A NEW WINNER. IN THE EVENT THAT NOT PHOTOGRAPHS ARE RECEIVED, OR THE EVENT THAT THE SPONSOR IS UNABLE TO CONTACT ANY ENTRANTS, NO PRIZES WILL BE AWARDED. DETERMINATIONS OF THE SPONSOR ARE FINAL AND BINDING.

#### PRIZES:

THE SELECTED WINNER WILL RECEIVE THEIR CHOICE OF A VEGA® OR STEALTH® CARBON FIBER HELMET. PRIZES ARE LISTED BELOW WITH THEIR APPROXIMATE RETAIL VALUE (ARV).

- CFS (CARBON FIBER HALF HELMET) IS AVAILABLE IN SIZES 2XS-2XL, ITS ARV IS \$99.99
- FLYTE CARBON FIBER (OFF ROAD HELMET) IS AVAILABLE IN SIZES XS-2XL, ITS ARV IS \$249.99
- F117C (CARBON FIBER FULL FACE HELMET) IS AVAILABLE IN SIZES 2XS-3XL, ITS ARV IS \$259.99

ARV SUBJECT TO CHANGE BASED ON MARKET CONDITIONS AND STATE OR JURISDICTION OF WINNER.

IN THE EVENT THAT A SELECTED ENTRANT IS UNABLE TO CLAIM THEIR PRIZE FOR ANY REASON, THE SPONSOR RESERVES THE RIGHT TO AWARD ANOTHER ENTRANT WITH A PRIZE. FAILURE TO RESPOND TO THE SPONSOR BEFORE SEPTEMBER 23<sup>RD</sup>, 2014 RESULTS IN FORFEITURE OF PRIZE.

#### INTELLECTUAL PROPERTY RIGHTS:

AT THE TIME OF SUBMISSION, WHILE THE ENTRANT MAINTAINS INTELLECTUAL PROPERTY RIGHTS OF THEIR ENTRY, THE SPONSOR IS GIVEN EXCLUSIVE, PERPETUAL, INTERNATIONAL, AND ROYALTY-FREE LICENSE TO USE, PUBLISH, MODIFY, REARRANGE, COPY, REPRODUCE, ADAPT, AND DISTRIBUTE THE IMAGES IN ANY FORMAT THE SPONSOR DEEMS APPROPRIATE. THE SPONSOR IS HEREBY GRANTED THE RIGHT TO USE THE IMAGES ON ITS WEBPAGE, IN COMMERCIAL MATERIALS, IN MARKETING MATERIALS, IN ADVERTISING MATERIALS AND PUBLISH THE IMAGES VIA ANY OTHER MEANS. THE SPONSOR MAINTAINS THE RIGHT TO USE PHOTOGRAPHS,

INCLUDING NAMES, LOCATIONS, AND LIKENESSES FOR THE DURATION OF THE RIGHTS IN ANY AND ALL MEDIA, INCLUDING BUT NOT LIMITED TO PRINT MEDIA, DIGITAL AND ELECTRONIC MEDIA, AND AUDIOVISUAL MEDIA, THROUGHOUT THE WORLD IN ANY LANGUAGE OR COUNTRY AND IN ANY MANNER WITHOUT FURTHER NOTICE TO THE ENTRANT.

THE ENTRANT, BY ACCEPTING A PRIZE AGREES THAT THE SPONSOR AND ITS AGENTS MAY USE THEIR NAME, AND LIKENESS FOR ADVERTISING AND PROMOTIONAL PURPOSES WITHOUT ANY ADDITIONAL COMPENSATION.

**RIGHT TO CANCEL, OR MODIFY:**

IF FOR ANY REASON, THE SPONSOR IS UNABLE TO RUN THE CONTEST AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION OF COMPUTERS BY VIRUS, BUGS, OR TAMPERING. THE SPONSOR RESERVES THE RIGHT TO MODIFY, OR TERMINATE THE CONTEST AT ITS SOLE DISCRETION.

**FORUM AND RECOURSE TO JUDICIAL PROCEDURES:**

THESE RULES SHALL BE GOVERNED BY, SUBJECT TO AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, THE UNITED STATES OF AMERICA, EXCLUDING ALL CONFLICTS OF LAW. IF ANY PROVISIONS OF THESE RULES ARE HELD TO BE INVALID OR UNENFORCEABLE, ALL REMAINING PROVISIONS WILL REMAIN IN FULL FORCE AND EFFECT. PARTICIPANTS IN THE CONTEST WAIVE ALL RIGHTS TO LITIGATE, SEEK INJUNCTIVE RELIEF, OR MAKE ANY OTHER FORM OF LEGAL RECOURSE OR PROCEDURE IN THE CASE OF DISPUTES OR CLAIMS RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED TO THIS CONTEST.