

2021 Red Bull WSL Big Wave Awards

OFFICIAL RULES

THE 2020/21 BIG WAVE AWARDS (“**AWARDS**”) ARE SPONSORED AND ADMINISTERED BY THE ASSOCIATION OF SURFING PROFESSIONALS LLC D/B/A WORLD SURF LEAGUE WITH A REGISTERED ADDRESS AT 149 BAY STREET, SANTA MONICA, CALIFORNIA 90405 (THE “**SPONSOR**” OR “**WSL**”). RED BULL GmbH (“**Red Bull**”) IS THE TITLE SPONSOR FOR THE AWARDS.

NO ENTRY FEES ARE PAYABLE FOR CONSIDERATION OF YOUR SUBMISSION AND NO PURCHASE NECESSARY. PARTICIPATION IN THE 2021 RED BULL WSL BIG WAVE AWARDS IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. IF YOU DO NOT AGREE TO ABIDE BY THESE OFFICIAL RULES, YOU CANNOT PARTICIPATE IN THE 2021 RED BULL WSL BIG WAVE AWARDS OR BE ELIGIBLE TO RECEIVE THE PRIZE.

If you are located outside of the United States, you should know that the information you provide to us is being transmitted to us and processed in the United States and will be protected subject to the [WSL Privacy Policy](#) and United States laws, which may not be as protective as the laws in your country.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SUBMISSIONS MADE BY YOU (“**YOU**”) FOR CONSIDERATION FOR THE AWARDS:

1. Award Categories

Prizes in the following categories will be presented through the Awards (each a “**Category**”):

Category	Description
Women’s and Men’s Ride of the Year (Paddle or Tow)	The Ride of the Year Award will be won by the individual surfer who demonstrates the most advanced and committed level of big wave surfing performance during a single successful Ride during the Submission Window.
Women’s and Men’s Performer of the Year	The Performer of the Year Award will be won by the surfer who puts on the greatest number of outstanding big wave performances over the course of the Submission Window. Excellence in the water and leadership in safety in both paddle in and tow-in surfing disciplines at all breaks around the world will be considered.
Women’s and Men’s Biggest Wave (Tow)	The Biggest Wave (Tow) Award will be won by the surfer who, by any means available, catches and successfully Rides the single biggest Wave during the Submission Window based on objective analysis and measurement of the available images.
Women’s and Men’s Biggest Wave (Paddle)	The Paddle Award (Paddle) will be won by the surfer who paddles into and successfully rides the single biggest wave during the Submission Window based on objective analysis and measurement of the available images.
Videographer/Photographer Awards	The Photographer or Videographer who have filmed the winning Submission in the Biggest Wave (Tow or Paddle) and the Ride of the Year Categories shall also receive an award and prize money as set out below.

2. Awards

Ride of the Year (Paddle or Tow)	Men’s (in US Dollars)	Women’s (in US Dollars)
First Prize	\$20,000	\$20,000
Second Prize	\$18,000	\$18,000
Third Prize	\$15,000	\$15,000
Fourth Prize	\$12,000	\$12,000
Fifth Prize	\$10,000	\$10,000
Ride of the Year Videographer Award	\$3,000	\$3,000
Performer of the Year	Men’s (in US Dollars)	Women’s (in US Dollars)
First Prize	\$10,000	\$10,000
Second Prize	\$8,000	\$8,000
Third Prize	\$6,000	\$6,000
Fourth Prize	\$3,000	\$3,000

Fifth Prize	\$1,000	\$1,000
Biggest Wave (Tow)	Men's (in US Dollars)	Women's (in US Dollars)
First Prize	\$15,000	\$15,000
Second Prize	\$7,500	\$7,500
Third Prize	\$5,000	\$5,000
Fourth Prize	\$3,000	\$3,000
Fifth Prize	\$1,000	\$1,000
Biggest Wave (Tow) Photographer Award	\$3,000	\$3,000
Biggest Wave (Paddle)	Men's (in US Dollars)	Women's (in US Dollars)
First Prize	\$15,000	\$15,000
Second Prize	\$7,500	\$7,500
Third Prize	\$5,000	\$5,000
Fourth Prize	\$3,000	\$3,000
Fifth Prize	\$1,000	\$1,000
Biggest Wave (Paddle) Photographer Award	\$3,000	\$3,000

3. Submission Criteria: In order to be considered for an Award You must comply with the following criteria:

- a. You must have been invited by WSL. If you are under the age of majority in the jurisdiction in which entrant resides (a "Minor") must have his or her parent's or legal guardian's permission to participate in the Awards. Please contact WSL for a parental consent form.
- b. You must have a "Successful Ride". For a ride to be deemed successful and eligible to be considered as a submission to the Awards, a surfer must be standing only on their feet on a board and complete the meaningful portion of the wave while in control and under the power of only the wave and gravity ("Ride").
- c. The Ride submitted for consideration must have occurred between 6:00 AM (US Pacific Standard Time) March 21, 2020 and 7:00 PM (US Pacific Standard Time) March 31, 2021 ("Submission Window"). WSL reserves the right to request further information relating to a Submission and the Ride, as needed, to confirm that a Ride occurred as stated, and within the Submission Window.
- d. The Submission is uploaded for consideration by 11:59 PM (US Pacific Standard Time) on August 4, 2021("Closing Date").
- e. There is no limit to how many Rides You may submit for consideration for the Awards although each Ride must be its own Submission, and you will need to enter a new Submission for each Category you wish to be considered in. To be considered for the Biggest Wave Awards (Tow or Paddle) you must submit at least one (1) photograph for consideration by the Judges.
- f. If You nominate a Submission for consideration for a World Record, such Submission shall be considered by the Judging Panel (as described below) for an initial determination and the WSL shall determine what further steps, if any, are required thereafter to determine and verify the status of the Submission for a World Record.
- g. Safety of all surfers, photographers, videographers and other individuals in the ocean is of the highest priority to WSL. Any attempts that are deemed extraordinarily dangerous, discourteous or unsportsmanlike will not be considered as Submissions, as determined by WSL in its sole discretion.
- h. WSL has final discretion on considering the eligibility of a successful Ride and accepting a Submission for consideration for an Award Category.

4. Photo/Video Entry Requirements: All photos and videos submitted for consideration (Collectively **Video**) must comply with these *Official Rules* and the Submission Directions. Each Video submitted (and any content submitted or associated with your entry, hereafter collectively **Submission**) must:

- be an original work owned or licensed to the surfer submitting the Video and all rights must be cleared for use by WSL, Red Bull or other parties as set out below.

Videos **MUST NOT**:

- Contain any music;
- Be manipulated or enhanced in a manner that distorts or misrepresents the surfer's performance on the wave or the wave itself;
- Contain material which is (or promotes activities which are in WSL's sole discretion) hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, discriminatory, illegal or contain material which appears to be unlawful or dangerous or in violation of, or contrary to the laws or regulations in any state where the Video is created;
- Contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing,

- Videos must not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures;
- Include third parties, including but not limited to minors, without parental consent, celebrities and friends who have not expressly authorized you to display their image, likeness or voice in any submitted Video or otherwise use such image, likeness or voice; or
 - Disparage or cast a negative light on any person, entity, brand or any products or services.

WSL reserves the right in its sole discretion to disregard or disqualify any Submission for the Awards if it believes the Submission violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these *Official Rules*. You agree to reimburse WSL and the Promotion Partners in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorneys' fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to WSL hereunder. Minors must have the prior consent of their parent or legal guardian to enter a Submission for consideration and to provide requisite personal information. Videos submitted will not be returned.

- 5. Privacy:** Submission of personal information in connection with the Awards, including, without limitation, mailing address, phone number, and email address, and photographic/video content featuring you constitutes permission for WSL, Red Bull and the other third parties who are affiliated to or WSLs or partners of the WSL or the Event defined below), including, without limitation Red Bull and its subsidiaries and affiliates ("**Promotion Partners**") to use a competitor's personal information for purposes of administration of these Awards and for other purposes permitted by WSL's Privacy Policy. A competitor may opt-out of receiving communications, as set forth in WSL's Privacy Policy or as provided within any such marketing materials (e.g., using the 'Unsubscribe' feature provided in the footer of WSL's emails). You understand that you are providing your information to WSL that WSL may share with Promotion Partners. The information you provide to WSL will only be used in relation to these Awards including, without limitation, the marketing and promotion of the Submissions and these Award, for historical and archival purposes in the future, and in accordance with the WSL Privacy Policy.
- 6. Clearances and Warranty:** By making a Submission You grant to WSL, Red Bull, and their assignees and licensees the irrevocable, non-exclusive, royalty-free, perpetual right to use Your voice, image, photograph, likeness, biography and all attributes of Your personality (collectively, "**Name, Image and Likeness**") and any already recorded or future image, photos, film and/or video footage involving your Name, Image and Likeness for use by or in relation to WSL, Awards, Big Wave surfing and any sponsor of the same in the context of each of their respective sponsorships. As full and fair consideration for the rights granted by You WSL herein, WSL agrees to consider Your Submissions for nomination in the Category or Categories selected by You (including the chance to win the stated prizes) in accordance with these Official Rules. WSL shall in no way be obligated to exercise any of the rights granted to it herein. WSL (and its licensees and assignees, including but not limited to Red Bull) shall have the right (but not an obligation) to distribute, advertise, freely assign, promote, reproduce, perform, publicly display, exhibit, transmit and otherwise use content (including all Video Submissions) submitted by You by any and all means and methods, in all languages, and in any and all markets and media, whether now known or hereafter devised, throughout the world in perpetuity and you waive the right to approve any such use. You hereby represent and warrant to WSL that: (i) Promotion Partner's use of the Submissions will not infringe upon or violate Your proprietary rights, including, but not limited to, patents, trade secrets, rights of privacy, copyrights and trademarks, (iii) all rights granted herein are Your sole property and are free and clear of any and all liens, encumbrances or claims whatsoever, and (iv) You have secured all rights, interests, licenses and clearances necessary for the grant to WSL and use of Your Name, Image and Likeness rights as permitted hereunder. When you submit a Submission for consideration you represent and warrant that you are either the sole creator and owner of all rights in the Video, including without limitation the copyright(s) therein; or that You have a license from the copyright owner to make the Submission and grant the rights granted under these *Official Rules*; that use of a Video by WSL or Red Bull as contemplated by your Submission or the terms and conditions herein will not infringe upon or violate any proprietary rights, including, but not limited to, patents, trade secrets, rights of privacy, copyrights and trademarks, of any third party; that all rights granted herein are free and clear of any and all liens, encumbrances or claims whatsoever; and that you have secured all rights, interests, licenses and clearances necessary for the use of the Video, including but not limited to: (i) authorization by any persons appearing in the Video for the use, by WSL, Red Bull (and each of their licensees and assigns), of his/her performance, image, name, likeness, voice, and biography in connection with the exhibition and other exploitation of the Video as contemplated by these *Official Rules*. You represent and warrant that the Video and any use thereof by WSL, Red Bull and any partners, subsidiaries and affiliates in connection with programming, advertising, promotion and publicity of the Awards shall not infringe upon any statutory or common law intellectual property right (including, without limitation, any copyright) under U.S. and international laws and shall not constitute a defamation, or invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.
- 7. Rights in Video:** The Video Submissions are required to enable WSL to judge a competitor's skill and ability for the Awards. All Videos are deemed to be non-confidential and nonproprietary and shall not be returned. By submitting a Video You hereby grants to WSL, and its licensees and assignees, in perpetuity, the worldwide, non-exclusive, royalty-free, sub-licensable, assignable, irrevocable right, license and authority to: (i) use the Video to review and

judge your submission for the Awards; (ii) to distribute the Video submissions on WSL's (and its licensees' and/or assigns') and Red Bull's owned and operated and licensed and nominated digital platforms, such as the WSL and/or Red Bull website and app and social media channels, including, but not limited to, Facebook, Instagram and other websites (the "**Promotion Platforms**"), in any and all productions produced by WSL or Red Bull (and its licensees and/or assigns) to market or promote the Awards, in promotions and/or advertising relating to the Awards, and in connection with any other materials created in relation to the Awards; (iii) edit, modify, distribute, publicly perform, promote, sell, lease, broadcast, transmit, exhibit and otherwise use and exploit, in all languages, all versions and copies of any Video or any production with the Video contained therein, on any and all media now known or hereinafter devised; and (iv) to freely assign and/or sublicense the rights granted herein to any third party in WSL's sole discretion. You acknowledge and agree that if WSL or a Promotion Partner elects to use the Video the surfer and/or videographer shall not be entitled to any credit, consideration or notice or payments of any kind, and all rights under copyright or other intellectual property rights which may result from the use of the Videos by WSL or Promotion Partners shall be the sole property of WSL. You waive any and all moral rights in the Video with respect to any use by WSL or Promotion Partners, its sub-licensees, licensees or assignees. WSL, Promotion Partners and its designees shall have the perpetual, worldwide right to publish and use the Videos, in any way, and in any media for trade, advertising, promotional, and/or other purposes as WSL, Promotion Partners and/or its designees may determine without further consideration to you or any third party. WSL and Promotion Partners are under no obligation to use the Video or publish the same on any media whatsoever.

8. Judging Panel

- a. **Selection of Nominees** After the Closing Date a qualifying panel consisting of representatives from the surfer and photographer communities; the Big Wave Men's and Women's Surfer Representatives; and representations of the WSL Tours and Competition Office ("**Qualifying Panel**") will evaluate the Submissions received and the Qualifying Panel will nominate five (5) nominees for each Award Category. The Qualifying Panel shall select the nominees for the Performer of the Year Category from all Submissions received. If multiple submissions are made, the Qualifying Panel will select the single definitive Submission of each nomination, considering all factors such as sharpness, framing and completeness of the Ride from beginning to end.
- b. **Selection of Winners:**
 - i. **Judging Panel: Ride of the Year Award and Performer of the Year Award:** The nominees for the Ride of the Year and Performer of the Year Award shall be judged by the Qualifying Panel which shall select the Men's and Women's winners of the Awards. The Qualifying Panel shall also select the definitive video submission for the winner of the Videographer Award for the Ride of the Year Category
 - ii. **Biggest Wave Awards (Tow and Paddle):** The nominees for the Biggest Wave Awards will be judged by a panel chosen by WSL consisting of representatives from media outlets and veteran big wave surfers as chosen by WSL in consultation with the Big Wave Surfers Representatives ("**Biggest Wave Panel**"). SVP Tours and Competition, WSL will be the head judge, facilitate and mediate the Biggest Wave Panel, and in the event of a tie shall hold the deciding vote. The Biggest Wave Panel shall also select the winner of the Photographer Award for the Biggest Wave (Tow and Paddle) Category.

WSL reserves the right to submit all Submissions to the WSL nominated Science Team to determine wave size and may use any and all technology available to do so. The final determination of all awards in all categories shall be made by WSL in its sole discretion and WSL's decisions with respect to each Award is final and binding.

- c. **Judging Points System:** Each judge on the Judging Panel will be asked to rank the five (5) nominee Rides in the order from first place to fifth place. Each judge will then submit his or her ballot order of nominee Submissions to the WSL Tours and Competition. The following point values will be assigned to the ranking on each selection and an overall total will be calculated from each judge's ballot order of nominee Submissions.

1st = 100 points
2nd = 75 points
3rd = 55 points
4th = 40 points
5th = 30 points

In case of a judge assigning a tie to two or more Submissions in their order of nominees, the average score of the tied waves on that ballot will be tallied. For example, a tie between 4th and 5th would each receive 35 points. Individual judge's ballots will remain confidential to ensure candid input, but the final relative scores in aggregate will be available upon request.

- 9. Nominations.** The final nominees in each of the Categories shall be announced on the WSL website on or around August 31, 2021.
- 10. Winner Notification and Verification:** The Award winners will be notified by email, on or about September 29, 2021 and must acknowledge receipt of notification within 48 hours. A cash prize will be given to the winners in each Category as set out above. All amounts stated are in US Dollars. Only the prizes listed above shall be awarded. All decisions of WSL are final. Winners are subject to verification of eligibility and will be required to sign an Affidavit of Eligibility and a Publicity Release. All required documents must be completed and returned to WSL by the date and time communicated by WSL. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified or if a winner or a winner's parent or legal guardian fails to timely execute and return any required forms or other documents, or if the prize notification is returned as undeliverable, WSL may select an alternate winner from among the remaining eligible entries based on the judging criteria. WSL decisions are final and binding. Under no circumstances will more than the stated number or amount of prizes be awarded. Winner or winner's parent or legal guardian, if winner is a Minor, is responsible for all federal, state, local and income taxes associated with winning the prize. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, Videos and all other information provided in association with the Awards for advertising, promotion and publicity of the Awards and/or Big Wave Surfing (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.
- 11. Big Wave Awards Ceremony Attendance**
Physical attendance by nominees may be requested by WSL at an Awards ceremony or other event celebrating the winners of these Awards. Winners are expected to make themselves available for an in person or online presentation of Awards at a date and in a manner determined by WSL. Reasonable travel expenses for attending the Awards shall be borne by WSL (if approved in advance). Failure to attend the Awards ceremony upon reasonable request may lead to a forfeiture of the Award, as determined by WSL.
- 12. LIMITATION OF LIABILITY AND RELEASES:** BY SUBMITTING A VIDEO FOR CONSIDERATION FOR THE AWARDS YOU AGREE THAT WSL, THE PROMOTION PARTNERS AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY DAMAGE RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM SAID SUBMISSION, INCLUDING ACCESS TO AND USE OF THE SUBMISSION MICROSITE OR THE WSL WEBSITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE SUBMISSION MICROSITE, INCLUDING THE WSL WEBSITE, 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. WSL reserves the right, in its sole discretion, to suspend or cancel this Video submission process at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of this submission process, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of WSL.
- 13. Indemnity:** You agree to indemnify and hold harmless the WSL, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any of your representations, warranties or obligations herein.
- 14. Waiver of Equitable Relief:** You acknowledge and agree that WSL does not now and shall not in the future owe any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Video. You acknowledge that, with respect to any claim by you relating to or arising out of WSL's actual or alleged exploitation or use of any Video or other material submitted in connection with these Awards, the damage, if any, thereby caused to you or to a third party, will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Video or any other production based on or allegedly based on the Video, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 15. Issues with submissions:** WSL is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible submissions; lost, interrupted, or unavailable network, server, or other connections, telephone transmission problems, garbled transmissions or miscommunications; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether

human, mechanical, electronic, or otherwise. WSL is not responsible for any materials provided to WSL which are deemed harmful or offensive to others or for any harm incurred as a result of a Video. WSL is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in the Video transmitted on any media including online or on television. All statements and opinions made by an individual are those of such individual(s) only, and the WSL neither endorses nor shall be held responsible for the reliability or accuracy of the same.

WARNING: ANY ATTEMPT BY A SURFER OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THESE AWARDS OR DAMAGE ANY WEBSITE ASSOCIATED WITH WSL OR UNDERMINE ITS LEGITIMATE OPERATION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, WSL RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. WSL reserves the right to withdraw the submission of any individual if, in WSL's sole discretion, an individual is found to be attempting to tamper with or undermine the submission process or any website associated with the Awards, violating these *Official Rules*, or if acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person.

- 16. Other Terms & Conditions:** By submitting a Video for these Awards, you agree to be bound by these *Official Rules*. The decision of the WSL in all matters relating to this Competition is final and binding. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these *Official Rules* shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event of any inconsistency between these Official Terms and the WSL Terms of Use governing the use of the WSL Website or the WSL Privacy Policy, in relation to the Competition, these *Official Rules* shall prevail. Decisions of WSL on all matters relating to these Awards are final and binding. All federal, state, provincial, local and other taxes, related to the Prizes, are the sole responsibility of the Winners. WSL's failure to enforce any term of these *Official Rules* shall not constitute a waiver of that provision. WSL reserves the right to cancel or modify the Awards and to disqualify any entrant for any reason, in its sole and absolute discretion, including (but not limited to) if, for any reason, Awards are not held as planned, if the Award is void in a particular state or country, if there is an issue with the WSL Website including infection by computer virus, bugs, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of WSL which corrupt or affect the administration, security, fairness, integrity or proper conduct of these Awards. If such cancellation occurs, WSL reserves the right to select the Winners from among all eligible entries based on the Judging Criteria. The invalidity or unenforceability of any provision of these *Official Rules* shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these *Official Rules* shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- 17. Disputes:** By participating in these Awards, you agree that: (i) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in these Awards but in no event attorneys' fees; (ii) under no circumstances will you be permitted to obtain any award for, and you hereby waive 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 for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; (iii) all issues and questions concerning the construction, validity, interpretation and enforceability of these *Official Rules* or the rights and obligations of you, WSL and Promotion Partners in connection with these Awards, shall be governed by, and construed in accordance with the laws of the State of California; and (iv) the parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgement on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action, or proceeding arising out of or relating to this Competition shall be resolved solely by binding arbitration before a sole arbitrator under the streamlines Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAM. If an in-person hearing is required, then it will take place in Los Angeles County, California. The federal

or state law that applies to these *Official Rules* will also apply during the arbitration.

18. Official Rules and Winners List:

For a copy of these *Official Rules*, please email bigwave@worldsurfleague.com or send a self-addressed envelope for receipt to the Association of Surfing Professionals LLC d/b/a World Surf League, 149 Bay Street, Santa Monica, California 90405 ("**WSL Registered Address**"). For a list of winners, which should be available on or after September 15, 2021, at www.worldsurfleague.com/bigwaveawards or, please send a self-addressed envelope for receipt to the WSL Registered Address.

For any requests of additional information or if you have video or photographs you would like considered for an invite to the Awards, please contact the WSL Tours and Competition Office as follows:

WSL Tours and Competition

E-mail: bigwave@worldsurfleague.com

Address:

WSL BIG WAVE AWARDS

149 Bay Street, Santa Monica, CA, 90405

Ownership of Big Wave Awards

WSL owns and conducts the Big Wave Awards. The rules, name and format of the Awards are owned by WSL and are protected by copyright and other forms of intellectual property whether registered or unregistered. WSL reserves the right to add to, delete, amend or adjust these Official Rules as appropriate at its discretion. All modifications and changes to the Official Rules will be effective and applicable to the Big Wave Awards once uploaded onto the WSL website and available for public access.