

**WSL BIG WAVE WORLD RECORD OFFICIAL
RULES FOR SUBMISSION**

THE WSL BIG WAVE WORLD RECORDS ARE ADMINISTERED BY THE ASSOCIATION OF SURFING PROFESSIONALS LLC D/B/A WORLD SURF LEAGUE WITH A REGISTERED ADDRESS AT 2201 ROSECRANS AVENUE, EL SEGUNDO, CALIFORNIA 90245 USA (“WSL”).

WSL SHALL REVIEW AND VERIFY SUBMISSIONS FOR BIG WAVE WORLD RECORDS IN THE CATEGORIES SET OUT BELOW. ONCE WSL HAS VERIFIED A SUBMISSION AS A POTENTIAL WORLD RECORD, IT SHALL BE SENT TO GUINNESS WORLD RECORDS FOR OFFICIAL VERIFICATION. NO ENTRY FEES ARE PAYABLE FOR CONSIDERATION OF YOUR SUBMISSION AND NO PURCHASE IS NECESSARY. IF YOU DO NOT AGREE TO ABIDE BY THESE OFFICIAL RULES, YOUR SUBMISSION MAY NOT BE ELIGIBLE FOR CONSIDERATION AND/OR TO RECEIVE A PRIZE. SUBMISSIONS ARE SUBJECT TO ALL APPLICABLE LAWS AND PARTICIPATION IN THE WSL BIG WAVE WORLD RECORDS SUBMISSION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. WSL RESERVES THE RIGHT TO ALTER, MODIFY OR SUSPEND THIS SUBMISSION PROCESS AND /OR THE ADMINISTRATION OF THE WORLD RECORDS AT ANY TIME.

WSL is only responsible for verification of a world record attempt submission and ensuring that world record criteria are met. The decision to pursue a world record is your full responsibility. You are fully and solely responsible for all safety aspects related to a record challenge attempt. Please note the 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 valid Submissions, as determined by WSL in its sole discretion.

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 FOR CONSIDERATION FOR WSL BIG WAVE RECORDS

1. Big Wave World Record Categories.

WSL shall consider submissions in the following World Record Categories (each a “**Category**” and collectively the “**Categories**”):

- a. Women’s Largest Wave (Tow)
- b. Men’s Largest Wave (Tow)
- c. Women’s Largest Wave (Paddle)
- d. Men’s Largest Wave (Paddle)

2. Submission Criteria

In order to be considered for a World Record a Submission must comply with the criteria set out below. WSL has final discretion on considering the eligibility of a successful Ride and accepting a Submission for consideration for WSL World Record.

- a. The Submission must feature a successful “**Ride**”. For a ride to be deemed successful and eligible to be considered as a submission to the WSL Big Wave Records, a surfer must be standing only on their feet on a board and complete the significant portion of the wave, relevant to the location and wave being surfed, while in control and under the power of only the wave and gravity (“**Ride**”).
- b. For a Submission to be considered for a World Record the Ride must have taken place between May 1, 2023 and April 30, 2024 (“**Consideration Window**”) and must be submitted by May 10, 2024.
- c. 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 Consideration Window; WSL may request further information as required to assess and measure the Submission, as determined by WSL in its sole discretion.
- d. You will need to enter a new Submission for each Category you wish to be considered in. You must submit at least one (1) photograph or one (1) video for consideration by the Judges. Please submit at least two (2) angles of photo/video submissions for each Ride, if possible.

3. WSL World Record Award

- a. In the event that a Submission is verified by Guinness World Records to have set a new World Record (a “**Record Winning Submission**”) in any of the Categories set out above, WSL shall award the Surfer for the Record Winning Submission One Hundred Thousand US Dollars (\$100,000). For the avoidance of doubt, only one award shall be made in a Category in any given calendar year.
- b. For each Record Winning Submission, WSL shall make an additional Award of Twenty-Five Thousand US Dollars (\$25,000) for the Surfer support crew, including videographers, photographers and/or jet ski drivers who assisted the Surfer; Award to be distributed by the Surfer in his/her own discretion.

- 4. Record Verification** All Submissions shall be reviewed by the WSL Office of Tours and Competition, and compared to existing World Record holders, using the following criteria:
- The height and steepness of the wave will be analyzed when determining the Largest Wave. Waves that maintain these characteristics for a majority of the ride will be noted.
 - For each successful Ride the size of the wave will be analyzed by the zone where the surfer has taken off and not so much the size of the wave behind the surfer.
 - For each successful Ride the size of the wave will be analyzed as follows:
 - Largest Wave (Paddle) - the zone where the surfer has taken off and not so much the size of the wave prior to the point of take-off.
 - Largest Wave (Tow) - the surfers position relevant to the biggest part of the wave.

Any Submission which is considered a likely World Record contender shall be sent for further review to the Record Verification Team who shall determine, in its sole discretion, whether such Submission requires a further measurement. The Record Verification Team may use all technology reasonably available to measure a Submission and validate a World Record. You acknowledge and agree to provide any assistance reasonable requested by WSL to measure your wave. If you fail to provide the requested assistance, WSL reserves the right to not measure Your wave. If the Record Verification Team validates a new World Record in any of the Categories, it shall recommend the Submission to the Guinness World Record for verification and approval.

5. Winner Notification and Verification

If a World Record is verified by WSL and Guinness World Records, the surfer with the winning Submission will be notified by email, on or around November 1, 2024 and must acknowledge receipt of notification within 48 hours. A cash award will be given in each Category for a World Record 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. 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 WSL Big Wave Records for advertising, promotion and publicity of the Records 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.

6. World Record Ceremony Attendance

Physical attendance by the winner of a World Record may be requested by WSL at an awards ceremony or other event celebrating the winner of a World Record. 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.

7. Photo/Video Entry Requirements and Clearances

- a. All photos and videos submitted for consideration (collectively, "**Video**") must comply with these *Official Rules* and the Submission Directions. By submitting a Video, you agree to be bound by these Official Rules.
- b. Each Video submitted (and any content submitted or associated with your entry, collectively "**Submission**") must be an original work owned or licensed to you, the surfer, submitting the Video. All Videos are deemed to be nonconfidential and nonproprietary and shall not be returned. 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. You hereby grant to WSL, Guinness World Records and each of their respective 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 the Submission for the Big Wave Records; (ii) to distribute the Video submissions on WSL's, Guinness World Records, (and their respective licensees' and/or assigns') owned and operated and licensed and nominated digital platforms, such as the WSL 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 (and its licensees and/or assigns) to market or promote the WSL Big Wave Records, in promotions and/or advertising relating to the WSL Big Wave Records, and in connection with any other materials created in relation to the WSL Big Wave Records; (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 and shall be the sole property of WSL. You waive all moral rights in the Video with respect to any use by WSL its sub-licensees, licensees or assignees. WSL 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 and/or its designees may determine without further consideration to you or any third party. WSL are under no obligation to use the Video or publish the same on any media whatsoever.

- c. By making a Submission you grant to WSL, Guinness World Records, 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, World Records, 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 to WSL in these Official Rules, 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 in these Official Rules. WSL (and its licensees and assignees) 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.

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 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 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.

8. Privacy

Submission of personal information in connection with the WSL World Records, including, without limitation, mailing address, phone number, and email address, and photographic/video content featuring you constitutes permission for WSL, Guinness World Records (and each of their affiliates and related parties), to use your personal information for purposes of administration of the WSL Big Wave Records, World Records and for other purposes permitted by WSL's Privacy Policy available at www.worldsurfleague.com/privacy. You 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 or WSL's emails). You understand that you are providing your information to WSL that WSL may share with Guinness World Records. The information you provide to WSL will only be used in relation to these WSL Big Wave Records including, without limitation, the marketing and promotion of the Submissions and the World Records, for historical and archival purposes in the future, and in accordance with the WSL Privacy Policy.

- 9. LIMITATION OF LIABILITY AND RELEASES:** BY SUBMITTING A VIDEO FOR CONSIDERATION FOR THE WSL BIG WAVE RECORDS YOU AGREE THAT THE WSL AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, 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. The WSL reserves the right, in its sole discretion, to suspend or cancel this 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 the WSL.

- 10. Indemnity:** You agree to indemnify and hold harmless the WSL, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, managers, 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.
- 11. 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 or a related third party relating to or arising out of WSL's actual or alleged exploitation or use of any Video or other material submitted in connection with the WSL Big Wave Records, 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.
- 12. Issues with submissions:** The 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, or 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. The WSL is not responsible for any materials provided to the WSL which are deemed harmful or offensive to others or for any harm incurred as a result of a Video. The 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 SUBMISSION PORTAL 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, THE WSL RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. The WSL reserves the right to withdraw the Submission of any individual if, in the 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 WSL Big Wave Records or violating these Official Rules.

- 13. Sportsmanlike Conduct; Damage to Surfing's Image; Verbal Assault:** You agree that in connection with any Submission, (i) You will act and conduct Yourself, at all times, with Sportsmanlike Conduct, which is defined as, but not limited to: (i) respect for WSL, including, without limitation WSL Events and Tours, WSL sponsors, judges and WSL management; (ii) You shall not engage in any conduct that could cause damage to the image of the sport of surfing, which is defined as any act, regardless of time or place, which casts the sport of surfing or WSL in a negative light; and (iii) You shall not directly or indirectly assault (including, without limitation, verbally or on social media) a WSL official, sponsor, Judge or WSL management member. Once you make a Submission, you may not contact any of the members of the WSL Record Verification Team directly about your Submission. If you are found by the WSL to be in violation of this provision of the Official Rules, Your Submission may be disqualified from consideration by WSL. This provision is not intended to limit any rights the WSL may otherwise have at law or in equity.
- 14. Other Terms & Conditions:** The decision of the WSL in all matters relating to the WSL Big Wave Records is final and binding. If any provision of these Official Rules 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 WSL Big Wave Records, these Official Rules shall prevail. 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 WSL Big Wave Records in its sole and absolute discretion.

- 15. Disputes:** 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 the WSL Big Wave Records 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, the WSL in connection with the WSL Big Wave Records, 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.
- 16. 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 any requests for additional information, please contact the WSL Tours and Competition Office as follows:

WSL Tours and Competition E-mail:

bigwave@worldsurfleague.com

Address:

2201 Rosecrans Avenue

El Segundo

California 90245

USA

- 17. Ownership of WSL Big Wave Records:** The WSL owns and conducts the WSL Big Wave Records. The 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 once uploaded onto the WSL website and available for public access.