

## **2018 Supergirl Pro Contest Overview:**

The 2018 Supergirl Pro Nissan KICKS giveaway is a social media contest where Nissan will be awarding a new KICKS to the biggest “Super Fan” of the Paul Mitchell Supergirl Surf Pro Festival. Finalists will be provided travel and accommodations to the 2018 Paul Mitchell Supergirl Pro Competition and awarded a 2018 Nissan KICKS on stage during the Awards Ceremony.

### **1. 2018 Contest Rules/ How to Enter:**

The grand prize winner of the 2018 Nissan KICKS, at the 2018 Paul Mitchell Supergirl Surf Pro Competition, is the “Super Fan” with the best picture and caption showcasing what makes them a “Supergirl Pro Super Fan”. The winner will be selected by ASA Entertainment. Additionally, the pro surfer, musician, DJ or celebrity attending the event associated with the selected Supergirl Pro ‘Super Fan’ will win a \$5,000 donation, in their name, to a charity of their choice. Social Media engagement is decided by each surfer, musician, DJ or celebrity attending the event creating posts on Facebook, Instagram, or Twitter about the giveaway that encourages their followers to share and post an image and caption of what makes them the “Supergirl Pro Super Fan.” In order to qualify for the contest, entrants MUST follow @supergirlpro and use BOTH of the following hashtag in their posts: #NissanSuperfan • #NeonSupergirlpro in addition to the individual @handle of their favorite surfer, musician, DJ or celebrity **attending the event**. The Grand Prize winner will be selected at the sole discretion of ASA Entertainment. The winner may be, but is not required to be, determined by the creativity of the post or total number of times the post is shared, liked, and/or reposted.

**2. Start/End Dates:** Contest begins at 12:00am EST on 7/20/2018 and ends at 11:59pm EST on 7/26/2018 (the “Submission Period”).

**3. Eligibility:** The contest is open to legal residents of, and physically located within, the fifty (50) United States or the District of Columbia, who are at least eighteen (18) years of age, or the age of majority in his/her state of residence, whichever is older at the time of entry. VOID WHERE PROHIBITED. Employees, officers and representatives and members of the immediate families (i.e., parents, spouses, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Nissan North America, Inc. (“Nissan”), Warner Bros, Paul Mitchell or ASA Entertainment and their respective affiliated companies, parent companies, subsidiaries, participating promotional partners, retailers, distributors, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the contest (collectively, the “contest Entities”) are not eligible. All entries submitted in compliance with these Official Rules and not disqualified or void are considered “Eligible Entries.”

Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The contest Entities (defined above) are not responsible for technical failures of any kind, including, but not limited to,

the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The contest Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's handset to receive messages. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Nissan or ASA Entertainment may be disqualified. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

Entries must be an original work, and must not violate any copyright, trademark, or other intellectual property right of third parties. Individuals who have not granted written permission to appear in the entry or are under 18 years of age may not be depicted.

**4. Prizes:** Grand Prize: One (1) "Grand Prize" available. Grand Prize includes: (a) round-trip airfare for the Grand Prize Winner and his/her 1 guest (guest must be aged 18+); (b) hotel room stay (single room; double occupancy) for three (3) nights; (c) Admittance for two (2) to the 2018 Paul Mitchell Supergirl Surf Pro Surf Competition and (e) a 2018 Nissan KICKS; (f) \$5,000 charity donation to the Pro Surfers charity of choice in their name. Total ARV of the Grand Prize is \$28,000.

The ARV of the Grand Prize may vary depending on the Grand Prize Winner's residence, market conditions, changes in value of components (e.g., air transportation and hotel rates) and other reasons. Nissan is not responsible for, and the Grand Prize Winner will not receive, the difference between the actual value of the Grand Prize at the time of award and the stated ARV in these Official Rules or in any contest-related correspondence or materials. Specific travel arrangements and all prize details not specified herein will be made and determined at Nissan's sole discretion. Travel must originate from and end at the same airport and Grand Prize Winner and his/her one (1) guest (guest must be aged 18+) must travel on the same itinerary. It is the Grand Prize Winner's sole responsibility to comply with all travel requirements, which may include, without limitation, presenting necessary identification (including photograph) at the time of travel. Flight schedules are subject to change without notice. Nissan is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Grand Prize Winner may be required to provide a credit card at time of accommodation check-in to cover incidentals.

**5. Winner Selection and Notification:** On or about July 24th, 2018, Grand Prize Winner, will be determined at the sole discretion of ASA Entertainment, from all Eligible Entries received. The Winner will be notified within two (2) business days of the selection. The Winner will be notified via the social media outlet used to enter the contest. If the selected Winner cannot be reached after a reasonable effort has been exerted or fails to respond, they forfeit the prize, and an alternate Winner will be selected from all remaining Eligible Entries. If the alternate Winner is unable to accept the prize, the prize is forfeited and another alternate Winner will be randomly drawn

from all remaining Eligible Entries. This Winner selection and notification process shall be continued until the Grand Prize Winner is confirmed.

**6. Liability Release and Indemnity:** By entering the contest, Entrant agrees that Nissan, any other contest Entities, and each of their respective parents, subsidiaries, affiliated companies, employees, officers, directors, shareholders, agents, retailers, distributors and representatives are indemnified, released and will be held harmless by Entrant from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur, directly or indirectly, in connection with, preparation for, travel to, or participation in the contest, or possession, acceptance and/or use or misuse of prize or participation in any contest-related activity, and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.. Each prize is offered and provided “as is” with no warranty or guarantee by Nissan, either express or implied.

**7. Prize Terms:** Total ARV of all prizes offered in the contest will not exceed \$28,000 U.S.D. The ARV is subject to change based upon current market conditions at the time of prize fulfillment. The date for fulfillment of the Grand Prize is anticipated to be July 19th, 2018. If for any reason a prize is unavailable or any prize or related event is delayed, cancelled or postponed, or for any other reason, Nissan reserves the right to modify the contest in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a Winner. The contest Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize a prize. In the event the Winner cannot accept a prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. Each prize is provided “as is”. Any prize pictured in online, television and print advertising, promotional packaging and other contest materials are for illustrative purposes only.

**The value of a prize will be taxable to the Winner as income. An IRS Form 1099 and W9 will be issued in the name of the Winner for the actual value of the prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a prize not specifically provided for in these Official Rules are solely the Winner’s responsibility.**

**8. Grant of Rights.** By entering, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, and any video footage related to the prize, for Nissan’s advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without limitation or additional compensation, unless prohibited by law.

**9. General Terms.** By entering the contest, Entrants: (a) agree to be bound by these Official Rules and by the interpretation of these Official Rules by Nissan and by the decisions of Nissan, which are final and binding in all respects; (b) acknowledge compliance with these Official Rules; (c) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (d) agree to release and hold harmless the contest Entities from and against any claims, injury or damages arising out of or relating to participation in the contest (including any travel related thereto) and/or

the use, misuse or redemption of a prize, and for any claim including claims based upon defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the contest, the prizes, or Nissan's advertising and marketing related to the contest, Entrants or the Winners. Winning a prize is contingent upon fulfilling all requirements set forth herein.

The contest Entities are not responsible if the contest cannot take place, or if any prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the contest Entities. If, for any reason, the contest is not capable of running as planned, Nissan reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the contest or any part of the contest. Nissan reserves the right to modify and amend these Official Rules from time to time during the contest for clarification purposes.

**10. Governing Law:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Nissan in connection with the contest, shall be governed by, and construed in accordance with, Tennessee law without giving effect to any choice of law or conflict of laws rules (whether of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the federal courts in the Middle District of Tennessee or in the state courts in Williamson County, Tennessee. The parties agree not to raise the defense of forum non conveniens.

**11. Sponsor:** Nissan North American, Inc. represents itself solely as a sponsor of the 2018 Paul Mitchel Supergirl Surf Pro Competition, which is an event planned, coordinated, and administered by ASA Entertainment.