

Contest Rules – “Epic Wave by MANERA”

1 – Organizer and eligibility

Surf Session, whose head office is located at 100 avenue de l'Adour 64 600 ANGLET, registered with the Bayonne Prefecture under SIRET number 339 862 872 0043, is organizing a video contest from September 21st, 2023 to January 19, 2024, according to the terms and conditions described in the present rules (hereinafter referred to as "the contest").

This video contest, called "Epic Wave", is intended for surfers (hereinafter referred to as "participants"). Participants are invited to register at <https://www.manera.com/en/epic-wave.html> and send in a surf video of the best scored barrel caught paddling out, anywhere in the world, over the period September 21 to November 21 2023.

The 12 best tubes will be selected on November 24, 2023. These videos will be published on:

<https://www.surfsession.com/>
<https://www.instagram.com/surfsessionmag/>
<https://www.instagram.com/manerawatermen/>
<https://www.manera.com/>

The winners will be announced on January 19, 2024.

2 – How to enter

This contest is open to all amateur and professional surfers. Entry is free of charge and imposes no obligation to purchase goods or services. There is no limit on the number of entries per participant.

The video must be sent via the landing page, as an .mp4 or .mov file. The .RAW version will be requested by email to validate the entry (to have the time and date) and to specify the spot. The participant must have an Instagram account. They can post the video on their account using #EpicWaveManera and tagging @surfsessionmag and @manerawatermen. The video must not be broadcast or supplied to any other media.

Participants must have Internet access and a valid e-mail address. Each participant must complete an entry form, available on the <https://www.manera.com/en/epic-wave.html> website, between September 21 at 00:01 and November 21 at 23h59 French time.

Entry forms will be available in English and French. Only answers written in full will be considered.

It is the responsibility of the participants to verify, prior to their participation in the contest, the conformity of the present contest with any legal rule of public order of the law of their state of residence, which may be applicable to the contest. Surf Session and MANERA cannot be held responsible in the event of non-compliance of the contest with contrary public policy rules of foreign law. A participant is any person with the same surname, first name, e-mail address and IP address. By express agreement with the participants, Surf Session and MANERA's computer systems and files are deemed authentic until proven otherwise. The dates and times recorded are those provided by the participants via video files supplied in .RAW.

Participants may not use the game for any purpose contrary to the interests and image of the game and/or Surf Session and MANERA. Any participant attempting to interfere with the contest's computer system in any way whatsoever will be excluded from the game.

Registration must be done by the surfers themselves. Entry into the contest is done via a page on the MANERA website and on the Surf Session and MANERA Instagram accounts under the conditions set out in these rules. Entries received by telephone, fax, e-mail or post will not be accepted. Participants are responsible for their own Internet connection costs. Participation in this contest implies acceptance, without reserve or restriction, of the present rules in their entirety.

Failure by participants to comply with these conditions will invalidate their participation and may render them liable.

Participants authorize any verification of their identity, address, or age. Any false indication of identity, address or age will automatically result in the participant's elimination. Participants may not use the operation or the prizes for purposes that would be contrary to the interests and image of the operation and/or Surf Session and MANERA.

The following documents must be attached to the entry form:

- A video respecting the theme of a full barrel, caught paddling out, over the given period. File name must follow the format: first name of the participant, last name of the participant, date, place and credit the film maker.
- A copy of the participant's identity card.

Technical characteristics of the video:

- **Obligation:** full barrel surfed, caught paddling out
- **Duration:** 1mn30 maximum
- **Support:** smartphone, tablet, camera/video, Action Cam, etc.
- **Digital file format:** MP4; .MOV (less than 5 MB) and RAW to validate origin (no weight limit)
- **Resolution:** Full HD
- **File size:** 5 MB maximum
- **Color and shots:** the video consists solely of a shot of a wave surfed in the barrel.

Will be denied entry, all videos that are:

- Detrimental to the respect for human dignity (discriminatory, insulting, pornographic content, etc.),
- Contrary to current laws and morality and/or public order (apology for crimes against humanity, incitement to racial hatred, child pornography, incitement to violence, etc.).
- Not compliant with the technical requirements mentioned above.

As soon as the videos are received, they will be validated by Surf Session and MANERA according to the technical specifications.

3 – Jury and video selection

The 12 best videos will be selected by the Surf Session editorial team and MANERA from the videos sent between September 21 and November 21, 2023, up to 23h59.

These will be broadcast, in random order, on surfsession.com and all the Instagram accounts associated with the contest following the schedule:

November 24: Videos 1-3
December 1: Videos 4-6
December 8: Videos 7-9
December 15: Videos 10-12

Once all the videos have been published online and voted on, 2 prizes will be awarded: the Jury Prize and the Community Prize:

- The Jury Prize
Winning video selected from among the 12 by the jury made up of Justine Dupont, Ian Fontaine and Pete Devries.
- The Community Prize
Voted by the community on Instagram via the 3 accounts @surfsessionmag, @manerawatermen and the participant's account, and based on the most Likes obtained over the given week. The counting of Likes will stop on Sunday evening 23:59 per 7-day period.

The jury's decision is final and does not have to be justified to the participants. The selection criterion is based solely on the best tube surfed over the given period. Winners will be contacted by January 19, 2024. Non-winners will not be contacted.

4 –Prize

Two prizes will be awarded to the winners chosen by the jury and the public.

Each prize includes the following items:

- Jury Prize: 1500 € + 1 MANERA wetsuit
- Community Prize: 500 € + 1 MANERA wetsuit

Any travel, insurance, transportation, etc. costs inherent to the enjoyment of the prizes but not expressly provided for in the prizes shall be borne by the winners. The prizes will be announced and delivered to the winners on January 19, 2024.

Surf Session reserves the right to verify the conditions of participation of any winner before delivery of the prize. Any photographs depicting the prizes are for illustrative purposes only and are not contractually binding. Prizes cannot be exchanged or reimbursed, and their value cannot under any circumstances be paid in money or currency of any kind. It is hereby specified that Surf Session and MANERA will not provide any services or guarantees, as the prizes consist solely of the above-mentioned prizes. Surf Session and MANERA will not be held responsible for the use of the prize by the winner, or even for its trading, which is in any case prohibited.

5 – Selection and notification of winners

Participants authorize MANERA and Surf Session to verify their identity and all information on the entry form. Entries whose forms are not fully completed and/or contain incomplete or false information will not be taken into consideration and will be eliminated. Likewise, failure to comply with the present rules, as well as any fraud or attempt to cheat, whatever the means used, will result in the pure and simple elimination of the author's participation. Any false declaration of identity, age and/or address, or any incomplete information, will invalidate the participation of the winner and/or the selected participant, and therefore their elimination by operation of law, without any prior formality.

6 – Use of the identity of selected participants

If the videos of the participants are declared admissible, it is expressly agreed that the participants in the contest accept that Surf Session and MANERA mention, for any promotional or advertising communication related to the present contest, their first names, their last names and use their voice without restriction or reserve, and without this conferring on them any remuneration, right or advantage whatsoever. This authorization is granted for a period of one year from the date of designation of the selected participants, for communication or promotional media relating to this contest operation. In addition, participants agree to personally sign the free transfer of image rights form, and to have each person filmed sign a separate form.

7 –Intellectual property

Participants guarantee that their video has not won an award in another contest and that they own all the intellectual property rights attached to this video. The participant, whether a winner or not, irrevocably and exclusively assigns to Surf Session and MANERA all intellectual and artistic property rights that he or she holds over the video and its components. This transfer is granted and maintained even in the event of a change in the personal and professional situation of the participants.

To comply with the provisions of article L131-1 of the French Intellectual Property Code, the rights assigned to Surf Session and MANERA include the following:

- The right of reproduction: the right to reproduce and to authorize a third party to reproduce, to have reproduced, to fix, to edit, to digitize without limitation of number, all or part of the creations, including the right to store and to archive by any technical process known or unknown, on any support and/or means in particular paper, optical, magnetic, numerical, data-processing or electronic support; reproduction within a data base or analogical or numerical photographic library as well as on any object;
- The right of adaptation : the right to adapt, to have adapted or authorize a third party to adapt, evolve, transform, modify, retouch, make new developments, create derivative works from the creations, mix them, modify, assemble, transcribe, edit, condense, extend, change the framing, the color, to play with the forms, to modify the formats, to carry out black and white prints in whole or by part, and this in one or more times, the right to associate the creations or to integrate them in whole or part in any other work or products in particular the data bases, the multimedia products, the Internet sites, the mobile applications etc. , to associate any elements, comments, slogans, captions, texts, etc. with them, as well as to put them into circulation and distribute them free of charge;

- The right of representation: the right to represent, have represented or authorize a third party to represent the creations by any means and/or medium, in particular electronic, digital, computerized, telematic, telecommunications and electronic communication media, to the general public or to specific categories of the public;
- The right of distribution: the right to distribute, have distributed or authorize a third party to distribute, particularly free of charge, in whole or in part, by any process and on any medium, to any public and without limitation;
- The right to assign or license to any third party, in whole or in part, in any form whatsoever, by any type of contract, in any form whatsoever, all or part of the rights assigned, on a temporary or permanent basis and free of charge;
- And, in general, all economic copyright.

For all of the aforementioned rights, the modes of exploitation by all vectors, media, techniques or communication supports of any kind, known or unknown, are included, and in particular direct or indirect broadcasting by any electronic, telecommunication and electronic communication means, satellite or cable, terrestrial or space television, analog or digital, radio, intranet and internet networks, and in general all electronic communications networks, fixed or mobile electronic communications networks, media of all kinds, and in particular paper, electronic, magnetic, optical, computers, digital tablets, smartphones, memory cards, USB keys, physical or virtual servers, cloud, etc. as well as reproduction on any object, material or material.

In accordance with article L.122-7 of the French Intellectual Property Code, the transfer of the above-mentioned rights is free of charge, and will not give rise to any consideration of any kind whatsoever for the benefit of the participant, whether selected or not. The participant expressly acknowledges that Surf Session and MANERA thus acquire the status of beneficiary of the author of the creations for the exercise of the economic rights thus assigned and may grant licenses and enter into any contracts useful for their exploitation, subject to the moral rights of the author. The participant authorizes his or her name, as communicated in the context of the contest, to appear on the creations. The participant undertakes not to distribute the creations in any form or on any medium whatsoever, and to seek the prior written consent of Surf Session and MANERA before any use, commercial or otherwise, of the creations for the entire duration of the transfer of rights. The assignment of the participant's intellectual property rights to his or her work is granted for a period of one year from the date of signature on the assignment form, free of charge and worldwide.

Article 8 – Music and image rights

Participants agree to respect the image rights of those filmed, and to have each person filmed sign a form granting free rights to their image for the benefit of the participant and Surf Session and MANERA. If music is used, it must be royalty-free (in the public domain or "royalty-free") in strict compliance with the conditions of use of the license which must allow Surf Session and MANERA to use the video in a promotional and institutional framework of its activity with said music.

Article 9 – Non-disturbance agreement

The participant submits and guarantees only his or her presence in the video. In this respect, the participant is responsible for obtaining the authorizations of any third party having directly or indirectly participated in the making of the video and/or who may consider that they have any rights to assert against the participant. The participant declares that he/she holds all the rights necessary for participation in the contest and guarantees Surf Session and MANERA full and unrestricted

enjoyment, free of any easement, disturbance, claim or eviction, of the rights assigned under these rules. The participant guarantees that the creations do not infringe any right whatsoever belonging to third parties, that the creations made by him/her are original and do not constitute in whole or in part an act of counterfeiting, unfair competition or parasitism. The participant guarantees that the creations do not infringe the privacy of one or more persons and/or the rights of such persons to their image or to the ownership of their property, particularly in the case of photographs or videos.

The participant undertakes to deal personally with any claim and/or proceedings, whatever their form, purpose or nature, which may be brought against Surf Session and/or MANERA and which are directly or indirectly related to the exploitation of a creation or of an element integrated into a creation. In this respect, and without prejudice to any claims for damages, the participant shall be liable for any damages Surf Session and/or MANERA may be ordered to pay, as well as any associated costs, as a result of the use of the creations referred to in these rules by Surf Session and/or MANERA directly or by a third party to whom it has granted a transfer of rights. He/she will also be liable for damages and, in general, for all costs incurred by Surf Session and/or MANERA in the context of pre-litigation or settlement procedures, such as the costs of lawyers, bailiffs, experts, arbitrators, mediators, conciliators, etc., without this list being exhaustive. To this end, the participant undertakes, in particular, to pay directly to the author of the claim any sums that the latter may demand from Surf Session and/or MANERA and to intervene in any proceedings brought against Surf Session and/or MANERA as well as to guarantee it against any judgments that may be pronounced against it on this occasion and to seek the exoneration of Surf Session and/or MANERA. The participant guarantees not to register all or part of the creations, the subject of the present transfer, in particular with the Institut National de la Propriété Industrielle (INPI), either under trademark law or under design law.

Article 10 – Liability

Participation in this contest implies knowledge and acceptance of the characteristics and limits of the Internet, the lack of protection of certain data against possible misappropriation or piracy and the risk of contamination by any viruses circulating on the network. Surf Session and MANERA decline any direct or indirect liability in the event of misuse or incident linked to the use of the computer, Internet access, maintenance or malfunction of the contest servers, telephone line or any other technical connection, or the sending of forms to an incorrect or incomplete address. It is the responsibility of all participants to take all appropriate measures to protect their own data and/or software stored on their computer equipment against any attack. The connection of any person to the site and the participation of participants in the contest is under their full responsibility. Surf Session and MANERA cannot be held responsible for fraudulent use of a participant's connection rights or attribution of prizes, unless it can be shown that Surf Session is guilty of gross negligence. Surf Session reserves the right to disqualify any participant who interferes with the game's registration process, and to cancel, shorten, modify, postpone, extend or suspend the game in the event that the game's computer servers should malfunction, notably as a result of bugs, tampering, unauthorized intervention, fraud, technical anomalies or any other cause attributable to the participant and affecting the administration, security, fairness, integrity or proper conduct of the game.

Surf Session and MANERA will do their utmost to provide access to the contest. Surf Session and MANERA may, at any time, in particular for technical, updating or maintenance reasons, interrupt access to the site and the contest. Surf Session and MANERA shall in no event be liable for such interruptions or their consequences. No compensation may be claimed in this respect. In addition, Surf Session and MANERA cannot be held liable in the event of problems with the delivery or loss of

postal mail, particularly with regard to the delivery of prizes. Any prize sent to a winner that is unclaimed or returned for any other reason by the postal services will be lost for the winner and will remain the property of Surf Session and MANERA.

Article 11 – Privacy policy

Nature of data collected: The personal data collected for this contest is collected via the contest's entry form available on the surfsession.com and manera.com websites and on their respective Instagram accounts.

The data identified as such on the entry form is compulsory and necessary, as is information relating to the participant's identity and contact details; otherwise, the entry may not be taken into account. They are exclusively intended for Surf Session and MANERA, responsible for processing.

Processing: The data collected is processed for the purposes of organizing and participating in the contest and awarding prizes, as well as for the purposes of promotional and institutional communication by Surf Session, MANERA and its partners.

Storage: Participants' personal data will be kept for three (3) years from the date the contest registration form is sent. In the case of winners, for 1 year from the date on which the prizes are awarded to the winners. In all cases, data deleted from Surf Session and MANERA processing databases are then kept as evidence in secure archives for the applicable legal prescription periods.

Recipients: Data is used by the contest organizers. Surf Session and MANERA are authorized by participants to communicate data concerning them to subcontractors and/or participants exclusively for the purposes of managing the contest. Participants have the right to question, access, rectify and delete any information concerning them, as well as the right to object, for legitimate reasons, to canvassing, particularly commercial canvassing.

Security measures: Surf Session et MANERA implements appropriate technical and organizational measures to guarantee the protection and integrity of personal data. These technical and organizational measures are regularly updated.

Participants' rights : During the period of storage of personal data, the participant has the right to ask Surf Session and MANERA to have access to these data, to rectify them, to ask for their deletion, to oppose the processing of his data or to limit it, to receive the said personal data in a structured format in order to transmit them to another data controller (data portability).

These rights may be exercised on written request accompanied by a copy of a signed identity document sent by post to Surf Session at the following address: 100 avenue de l'Adour, 64 600 Anglet and MANERA at the following address 175 route de la Foire, 34 470 Pérols.

Supervisory authority: In accordance with applicable law, any complaints may be lodged with the French supervisory authority: Commission Nationale Informatique et Libertés - CNIL 3 Place de Fontenoy TSA 80715 75334 PARIS CEDEX 07 - Telephone: +33 (0) 1 53 73 22 22.

Article 12 – Affirmation of Acceptance of and Agreement to All of the Official Rules

Participation in the contest implies unreserved acceptance of these rules and the principles of the contest. Failure to comply with the rules will result in the cancellation of the entry.

Article 13 – Other terms and conditions

Surf Session and MANERA, as organizers of the contest, reserve the right to cease, interrupt or extend, shorten or modify the contest and its aftermath at any time if circumstances so require, without any compensation being payable by participants. Participation in this contest implies full agreement by the contestants to the acceptance of the present rules and to the decisions concerning any aspect of this contest. Surf Session and MANERA reserve the right to modify the present rules if necessary, and to take any decision they may deem useful for the application and interpretation of the rules, subject to informing participants in advance.

Article 14 – Disputes

The contest and the interpretation of these rules are governed by French law. This applies to both substantive and formal rules, notwithstanding the place of performance of substantial or accessory obligations. Surf Session, MANERA and the participant undertake to resolve amicably any dispute arising from the execution of these rules. In the event of persistent disagreement, and failing amicable agreement, any dispute will be submitted to the competent courts designated by the Code of Civil Procedure. The present rules are drafted exclusively in French and English.