

PADI® Live Unfiltered Contest Official Rules

PADI LIVE UNFILTERED CONTEST OFFICIAL RULES

Here are the terms and conditions which apply to the “PADI Live Unfiltered” contest. Please read these terms carefully as they contain important items participants should know. These terms are final, binding, and winning a prize is contingent upon fulfilling all requirements.

Contest Overview	
Administrator(s)	PADI Worldwide Corp (“ PADI ”), hereinafter, “ Administrator ”
Contest title	PADI Live Unfiltered Contest (“ Contest ”)
Contest Period	The Contest begins on Wednesday, August 10, 2022 at 12:00:01 am PST and continues until Tuesday, August 16, 2022 at 11:59:59 pm PST (“ Contest Period ”)
Awards Date	Winner will be selected on August 24, 2022.
Winners	There will be one (1) Winner. The winner will be notified on or around the applicable Awards Date via email or direct message through the social media platform used to enter the Contest.
Prize	<p>Seven Nights of Lodging for Two [2] People on an All-Inclusive Basis, Double Occupancy at Wyndham Cozumel Hotel & Resort</p> <p>Diver One will receive a PADI Open Water Diver Certification course (including PADI eLearning), plus boat dives once certified with Dive Paradise.</p> <p>Diver Two will receive five [5] days of two-tank AM boat dives with Welcome Tank for buoyancy/equipment check shore dive upon arrival with Dive Paradise.</p> <p>Prize expires: August 1, 2023</p> <p>Blackout dates: Dec. 21, 2022 – Jan. 3, 2023</p> <p>Terms:</p> <ul style="list-style-type: none">• Winner and his/her guest must be 18 years old or older.• Certified diver must present a valid certification card.

	<ul style="list-style-type: none"> • Prize does not include flight and baggage fee, car rental or shuttle fee, card fees or currency exchange, Marine Park Fees, Hotel ECO tax, hotel incidentals or amenities, alcoholic beverages, equipment rental, gratuities for DM/crew, Additional Activities, emergency expenses or anything not listed above. • Administrator recommends you ensure travel insurance at your own expense. • Must book/confirm at least 30 days in advance. • Prize is non-transferrable • Winner must present original prize certificate at time of check-in. • No cash value, no credit balance for unused value.
Prize Value	The Approximate Retail Value ("ARV") of the Prize is \$2356.00 USD.
How to Enter	<p>Entrants are entered into the Contest by posting a transitional video or split shot image along with a caption that explains how diving helps the entrant to live unfiltered on TikTok, Instagram, Twitter OR Facebook. All posts should include #LiveUnfiltered and tag the respective PADI social media account.</p> <p>NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. ALL DETERMINATIONS MADE BY PADI ARE FINAL. ENTRY INTO THE CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. You must make any disclosures required by applicable law when entering a submission into the Contest.</p>

General Rules and Conditions:

1. Who can enter?

The "Contest" is open globally to anyone who is 18 years of age or older and can be restricted by laws or regulations in certain places, countries, or regions of the World. Employees, officers, directors and family members of employees of the Administrator and their related and affiliated companies, are not eligible for the Contest. Contest is void where restricted or otherwise prohibited by law.

2. How do I enter the contest?

Contestants will need to submit their content through a valid Social media account. In doing so, please make sure your account is public. Submissions must meet the requirements of the competition to be eligible including format, deadline and any other rules. Further, we advise you to consult the judging criteria listed below. Also, please note no purchase will be necessary to enter.

Additional Submission Requirements: By entering, the entrant certifies the comment is one's original content, and the content does not infringe on any 3rd party's rights. No mail-in entries will be allowed and any use of automatic programming to submit entries will be void. Finally, please make sure the submission is appropriate and in line with the PADI's brand—use your best judgment!

Entries which include references to divers touching marine life or the reef, including artificial reefs such as wrecks, will be disqualified. Contest Submissions must be in good taste and shall not contain violence, profanity, unlawful references or other potentially offensive language or visuals.

3. What happens to my submission?

The Administrator will receive a standard copyright license when contestants submit their content through the Contest (see below for more details on this license). By submitting a video, you consent to the Administrator's editing, using, re-using, storing, reproducing, and modifying your content through our medium, now known or hereafter developed, without prior review or approval from you, for both commercial and non-commercial purposes, without consideration, compensation, permission, or notification. If you win the Contest, the Administrator can use your name and photograph or video for future marketing purposes unless you tell us not to. No additional compensation will be provided and the Administrator will not be responsible for 3rd party's use of your content. For residents of the United Kingdom: The publicity release is only for purposes of advertising, trade and promotional purposes as relates specifically to this contest.

Please know the Administrator will keep all of your private and personal information in accordance with the privacy policy at <https://www.padi.com/privacy>.

Copyright License: Contestants agree to grant Administrator, their licensees, and successors a worldwide, non-exclusive, perpetual, irrevocable, transferable, fully paid-up, royalty free right and license, with the right to sublicense for the purpose of this competition and marketing materials.

4. How does the Administrator pick the winner(s)?

The Administrator will rely on a panel of talented judges in the field of creative, marketing, media, and advertising. This panel will pick the winner based on the particular criteria applicable for the Contest with an emphasis on skill needed to produce the content. The story, execution and overall creativity will be equally judged. The Administrator emphasizes luck or

chance will play no role in this decision as the judging gurus make the final call relying on their expertise in this field.

Be aware the judges will not be required to provide feedback on shared content and reserve the right to disqualify any content which is improper, unlawful, or breaks any rules of the competition.

5. How will I find out if I win?

Administrator will send the good news by direct message on the social media platform the contestant entered through. After this, Administrator will require the winner to sign an "Affidavit of Eligibility and Liability/Publicity Release" within ten (10) days of date of receipt. Administrator promises to do our best to locate and communicate with you if you are the winner. If we cannot confirm your identity within three months or any other disputes arise, we will contact the next best entry.

Winner List: For a list of the prize winners, which will be available seven (7) days after the announcement of the winner, send a stamped, self-addressed envelope to Prize Winners, PADI Marketing, 30151 Tomas, Rancho Santa Margarita, CA 92688, USA within sixty (60) days of the last day of the Contest.

6. What do I receive if I meet the judge's lofty standards?

The prize to be awarded from the Contest are as set forth in the "Prize" listed on the first page. Keep in mind the winners will be solely responsible for any and all applicable taxes for the prizes. Further, no substitution of prizes is permitted except if a prize is unavailable and the winner is solely responsible for any incidental expenses.

Moreover, Administrator, will not be responsible for use of the prize which is:

- a) Unreasonable and unforeseeable loss
- b) Loss not caused by a breach of our duty or not caused by our negligence
- c) Losses caused by factors which cannot be reasonable considered or outside of our control
- d) Any losses caused by your own negligence

Finally, by accepting a prize, each winner further agrees to release Administrator, from any and all liability, loss or damage of any kind to both the prize itself and any damage arising out of or in connection with Winners' participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any prize. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

If you refuse these terms, you may forfeit all or any portion of the prize package at Administrator's discretion and the next highest score can receive the prize instead.

Please allow sixty (60) days for delivery of prizes.

7. Other Rules Related to the Contest:

Assumption of Risk: BY PARTICIPATING, ENTRANT ACKNOWLEDGES THEY PARTICIPATE AT THEIR OWN RISK AND ADMINISTRATOR IS NOT RESPONSIBLE FOR ANY PHYSICAL HARM OR DEATH THAT MAY BEFALL ANY ENTRANT AS A RESULT OF PARTICIPATION IN THIS CONTEST. PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS CONTEST. PARTICIPANTS AGREE TO ABIDE BY ALL APPLICABLE LAWS.

Waiver of Liability: Entrants, by participating in this Contest, further agree to waive, release, indemnify, defend and hold harmless Administrator and their parent, affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, non- sponsors (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Administrator's control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, (iv) electronic, network or computer failures or malfunctions, or other hardware, software or technical errors of any kind, including undeliverable messages resulting from any form of active or passive email filtering by a user's Internet service provider, lost, late, delayed, inaccurate, incomplete, or misdirected messages, any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest or the processing of Submissions.

IN NO EVENT WILL THE ADMINISTRATOR BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, TERRORISM, OR PANDEMICS. FOR RESIDENTS OF THE UNITED KINGDOM: THIS RELEASE DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THE

SPONSOR/ADMINISTRATOR. FOR RESIDENTS OF GERMANY: THIS RELEASE DOES NOT APPLY TO CLAIMS AGAINST SPONSOR, ITS REPRESENTATIVES, AND ITS VICARIOUS AGENTS FOR DAMAGES BECAUSE OF PERSONAL INJURY OR DEATH, AND TO CLAIMS FOR DAMAGES IN CASE OF INTENT OR GROSS NEGLIGENCE BY SPONSOR, ITS REPRESENTATIVES OR VICARIOUS AGENTS.

8. Disputes: Except where prohibited by law, entrants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be governed by and construed exclusively in accordance with California laws, without regard to its rules on conflicts of laws, and shall be resolved individually, without resort to any form of class action; (2) any action at law or in equity arising out of or relating to the Contest, or awarding of the prizes, shall be filed only in the competent courts in accordance with the rules of California and entrants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such actions; (3) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (4) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claims, indirect, punitive, incidental and consequential and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased.

Copy of Rules: For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to PADI Marketing, 30151 Tomas, Rancho Santa Margarita, CA 92688, USA. Vermont residents may omit return postage with Official Rules requests.

Binding Rules: By entering the Contest, entrants agree to be bound by these Official Rules.

Modification to Rules: The Administrator may alter the rules of the contest but only in extraneous and outstanding circumstances—snow in the Los Angeles area, the Internet crashes, etc.

PADI's Address: PADI Marketing, 30151 Tomas, Rancho Santa Margarita, CA 92688, USA

Good Luck!