

PADI 12 Days Of Giveaways Official Rules

OFFICIAL RULES

Below are the terms and conditions which apply to the giveaway. Please read these terms carefully as they contain important information participants should know. These terms are final, binding, and winning a prize is contingent upon fulfilling all requirements.

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| Giveaway Overview | |
| Administrator(s) | PADI Worldwide Corp, hereinafter, "Administrator" |
| Giveaway title | PADI 12 Days Of Giveaways – Day 3 |
| Period | Entries will be accepted online starting on Wednesday, December 11, 2024, at 12:00:01 am PST and ending on Sunday, December 22, 2024, at 11:59:59 pm PST. |
| Awards Date | The winner will be selected on or around December 29, 2024. |
| Winners | There will be two (2) winners in total. |
| Prize | The person who entered the giveaway will win one (1) Waterlust 2025 ocean calendar and their choice of any item from waterlust.com online shop, while the person they tagged will win one (1) PADI Open Water Diver eLearning course. |

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| Prize Value | The Approximate Retail Value ("ARV") of the Prizes is US\$430. |
| How to Enter | <p>To enter the giveaway, participants must tag a friend on the @paditv Instagram post comment section and leave a comment explaining why that friend should join them on their next diving adventure.</p> <p>NO PURCHASE IS NECESSARY. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL DETERMINATIONS MADE BY PADI ARE FINAL. ENTRY INTO THE GIVEAWAY CONSTITUTES THE ACCEPTANCE OF</p> |

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| | THESE OFFICIAL RULES. You must make any disclosures required by applicable law when entering a submission into the giveaway. |
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General Rules and Conditions:

- Who can enter?

The giveaway is open globally to residents of countries where such giveaways are allowed by the laws of those countries and to anyone who is 18 years of age or the age of majority in their jurisdiction of residence.

The giveaway 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 giveaway.

Giveaway is void where restricted or otherwise prohibited by law. By entering the giveaway, you accept sole responsibility for determining whether your participation is legal in any jurisdiction that applies to you.

- How do I enter the giveaway?

Participants 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. Also, please note no purchase will be necessary to enter. Alternate Method of Entry, please mail your information to 30151 Tomas, Rancho Santa Margarita, Ca 92688 to receive one entry.

Additional Submission Requirements: By entering, the entrant certifies the content is one's original content, all right, title and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable Administrator to use as contemplated by these giveaway rules, and the content does not infringe on any 3rd party's rights. 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 brand—use your best judgement!

Entries which include references to divers touching marine life or the reef, including artificial reefs such as wrecks, will be disqualified.

Submissions must be in good taste and shall not contain violence, profanity, unlawful references or other potentially offensive language or visuals.

- What happens to my submission?

The Administrator will receive a standard copyright license when participants submit their content through the giveaway (see below for more details on this license). By submitting a story, photograph, or 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 giveaway, the Administrator can use your name, entry 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 a 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 giveaway. 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: Participants 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 giveaway and marketing materials.

- How does the Administrator pick the winner(s)?

The winner of the giveaway will be selected at random from all eligible entries received during the promotional period, using a fair and unbiased selection process.

Canadian residents: the selected entrant shall be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question.

- How will I find out if I win?

The administrator will send the good news by direct message on the social media platform the participant entered through or by mail if entered through the AMOE. After this, the Administrator will require the winner to sign an "Affidavit of Eligibility and Liability/Publicity Release" within ten (10) days of date of receipt. The 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 giveaway.

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

The winner may not opt for receiving the value of the prize in cash.

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 entering the giveaway and/or 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 giveaway 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 the prizes.

- Other Rules Related to the giveaway:

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 GIVEAWAY PARTICIPANTS SHOULD NOT EXPOSE THEMSELVES OR OTHERS TO ANY DANGEROUS, HARMFUL OR ILLEGAL BEHAVIOR OR ACTIVITY AT ANY TIME DURING THIS GIVEAWAY. PARTICIPANTS AGREE TO ABIDE BY ALL APPLICABLE LAWS.

Limitation of Liability: Entrants, by participating in this giveaway 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 giveaway, 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 giveaway or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Administrator's control that may cause the giveaway 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 giveaway (iii) printing or typographical errors in any materials associated with the giveaway, (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 giveaway 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 giveaway, including, without limitation, errors or difficulties which may occur in connection with the administration of the giveaway 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 GIVEAWAY, 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.

- 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 giveaway 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 giveaway, 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 giveaway 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 giveaway entrants agree to be bound by these Official Rules.

Modification to Rules: The Administrator may alter the rules of the giveaway 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!