



GKA AWARDS 2022 OFFICIAL RULES

ARE ADMINISTERED BY THE GLOBAL KITESPORTS ASSOCIATION and the GKA EVENT GMBH BOTH WITH THE REGISTERED ADDRESS AT GÄRTNERSTRASSE 89 20253 HAMBURG GERMANY (THE GKA).

These official rules need to be accepted to be able to participate in the GKA AWARDS 2022.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SUBMISSIONS MADE BY YOU ("YOU"):

1. Award Categories Prizes in the following categories will be presented through the Awards (each a "Category") and the ***timeframe that these awards will consider for all categories is any achievements from 1st January 2021 through to Sunday 24th April 2022***

:

Category:

1. **Men's Best Move of the Year** (on a twintip, surfboard or hydrofoil)

The Men's Best Move of the Year award will be won by the male kitesurfer who demonstrates the most advanced and committed level of kitesurfing/kiteboarding in a trick shot between 1st January 2021 and Sunday 24th April 2022.

2. **Women's Best Move of the Year** (on a twintip, surfboard or, hydrofoil)

The Women's Best Move of the Year award will be won by the female kitesurfer who demonstrates the most advanced and committed level of kitesurfing/kiteboarding in a trick shot between 1st January 2021 and Sunday 24th April 2022.

3. **Best Social Contribution To Kiteboarding (Single award)**

Won by the individual who is deemed to have had a uniquely positive impact on the sport of kiteboarding

4. Rookie of the Year (Single award)

Internal vote by GKA Kite World Tour judges and event, media and management teams

2. Award Prize Money

Each category has a prize money of the following:

1. Prize 1500€ TBC

3. Submission Criteria:

In order to be considered for an Award you must comply with the following criteria:

- Safety of all kitesurfers, videographers or participants in the video is the highest priority to the GKA and shall be respected at all times. Any attempts that are considered to be extraordinarily dangerous, of an unsporting nature, or are discourteous in any way will be disqualified, resulting in no other submitted video by the same nominee to be accepted in the awards.
- You must be over 18 years or have a legal or parents permission of participation
- You must perform a trick during the period of 1st January 2021 and 24th April 2022.
- The upload of the video must occur until 24.04.2022 23.59h CET.
- To be eligible, the rider must perform the trick while controlling and standing on his board alone while performing the trick. The trick can be done during a competition or outside of it.
- The GKA reserves the right to request further information of the uploaded video if needed, to confirm the videographer, rider and time/place of the trick occurred.
- The GKA reserves the right to consider the eligibility of a successful attempt and accepts the submission for consideration of the award category.

4. Photo/Video Entry Requirements:

All photos and videos submitted for consideration (Collectively Video) must comply with these Official Rules and the Submission Directions.

Each Video submitted (and any content submitted or associated with your entry, hereafter collectively Submission) must:

- be an original work owned or licensed to the kitesurfer submitting the Video and all rights must be cleared for use by GKA.

Videos MUST NOT:

- Contain any music;
 - Be manipulated or enhanced in a manner that distorts or misrepresents the kitesurfer's performance;
 - Contain material which is 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 authorised 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.

The GKA reserves the right to disqualify any entry for the Awards if it believes the entry 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 GKA 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 GKA 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.

5. Privacy: Submission of personal information in connection with the Awards, including, without limitation, mailing address, phone number and email address, plus photographic/video content featuring you constitutes permission for GKA and the other third parties who are affiliated to or GKA or partners of the GKA or the Event defined below) ("Promotion Partners") to use a competitor's personal information for purposes of administration of these Awards and for other purposes permitted by GKA's Privacy Policy.

The information you provide to GKA will only be used in relation to the GKA Awards including, without limitation, the marketing and promotion of the entry's and the GKA Awards, for historical and archival purposes in the future, and in accordance with the GKA Privacy Policy.

6. Clearances and Warranty:

By doing an award entry you grant to the GKA, 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 GKA Awards 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 the GKA herein, GKA 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. GKA shall in no way be obligated to exercise any of the rights granted to it herein. GKA (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. You hereby represent and warrant to GKA that: (i) Promotion Partner's use of the Submissions will not infringe upon or violate your proprietary rights, including, but not limited to, patents, trade secrets, rights of privacy, copyrights and trademarks, (iii) all rights granted herein are your sole property and are free and clear of any and all liens, encumbrances or claims whatsoever, and (iv) you have secured all rights, interests, licences and clearances necessary for the grant to GKA and use of Your Name, Image and Likeness rights as permitted hereunder. 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; that use of a video by GKA as contemplated by your Submission or the terms and conditions herein will not infringe upon or violate any proprietary rights, including, but not limited to, patents, trade secrets, rights of privacy, copyrights and trademarks, of any third party; that all rights granted herein are free and clear of any and all liens, encumbrances or claims whatsoever; and that you have secured all rights,

interests, licenses and clearances necessary for the use of the Video, including but not limited to:

(i) authorization by any persons appearing in the Video for the use, by GKA (and each of their licensees and assigns), of his/her performance, image, name, likeness, voice, and biography in connection with the exhibition and other exploitation of the Video as contemplated by these Official Rules.

7. Rights in Video:

The video submissions are required to enable GKA to judge a competitor's skill and ability for the GKA Awards. All Videos are deemed to be non-confidential and nonproprietary and shall not be returned. By submitting a Video you hereby grants to GKA, and its 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 your submission for the Awards;

(ii) to distribute the Video submissions on GKA's (and its licensees' and/or assigns') owned and operated and licensed and nominated digital platforms, such as the GKA website and app and social media channels, including, but not limited to, Facebook, Instagram, YouTube and other websites (the "Promotion Platforms"), in any and all productions produced by GKA (and its licensees and/or assigns) to market or promote the Awards, in promotions and/or advertising relating to the Awards, and in connection with any other materials created in relation to the Awards;

(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 GKA sole discretion. You acknowledge and agree that if GKA or a Promotion Partner elects to use the Video the kitesurfer 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 GKA or Promotion Partners shall be the sole property of GKA. You waive any and all moral rights in the Video with respect to any use by GKA or Promotion Partners, its sub-licensees, licensees or assignees. GKA, Promotion Partners 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 GKA, Promotion Partners and/or its designees may determine without further consideration to you or any third party. GKA and Promotion Partners are under no obligation to use the Video or publish the same on any media whatsoever.

8. Judging Panel

a. Selection of Nominees

After the Closing Date of 24.04.2022,

- The GKA judging team will evaluate the entry's received and judge all tricks. They will select the top ten men's tricks and top ten women's tricks to go through to the public voting phase..
- Public can vote from 24 May - 7 June 2022 their favourite entry's to select the best 3 videos.

b. Selection of top ten men and women contenders for public vote:

- A team of 3 of the GKA's most experienced judges will select the top ten male and female contenders to be out through to the final public voting phase of the competition.

c. Selection of Final winners:.

- The final winners selected from the top ten male and female entries will be awarded from a combination: 33% public vote, 33% industry panel (including GKA crew and staff), 34% special committee of riders and legends
- The GKA head judge will facilitate and mediate the Judge panel and have the deciding vote in hold of a tie.
- The final determination of all awards in all categories will be made by the GKA in its sole discretion.

In case of interruptions, or unavailable network, server, or other connections, transmission problems or miscommunications; computer or software malfunctions, technical problems, viruses, bugs, etc, which can make public voting impossible, the final nominees will be eligible directly by the judging panel.

d. Judging Points System:

The selection of top ten male and female tricks to go through to the final voting phase of the competition will be done after the three GKA judges have scored each trick, in the following categories:

- Technical difficulty: 30%
- Innovation / Originality: 30%
- Wow factor: 30%
- Overall impression / style: 10%

Part two - Public voting phase:

The final 10 male and female tricks in the public voting phase, will be voted on as follows:

(33% Public vote / 33% industry panel, 34% special committee of riders and legends) will be voted on according to 100% overall impression. Voters will be presented with background information on the rider, trick and information on the technical difficulty involved to help them make their selection. Voters may only cast one vote.

9. Nominations.

The final ten male and female contenders in the GKA Move of the Year award category will be announced on the GKA website from the 24.05.2022

10. Winner Notification and Verification:

The Award winners will be notified on the evening of the 25.06.2022 in Tarifa or online in case of restrictions not allowing or making it too difficult to host the event, or for the rider to attend the event in Tarifa by mail until the 08.06.2022. In this case the event will be held online and the winner will be asked to record a short acceptance speech remotely. A cash prize will be given to the winners as set out above. All amounts stated are in Euros.

All decisions of the GKA are final.

11. GKA Awards Ceremony Attendance

Physical attendance by nominees may be requested by GKA at an Awards ceremony. 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 GKA.

12. Participants at the awards ceremony as well as entrants into the awards process must never use the GKA Awards platform and media exposure to pursue any sort of political message or statement.

13. Sponsorship

It is obligatory that any sponsors of the GKA Awards must be treated in a positive manner by all participants.

12. LIMITATION OF LIABILITY AND RELEASES:

GKA reserves the right, in its sole discretion, to suspend or cancel this Video 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 GKA.

13. Indemnity:

You agree to indemnify and hold harmless the GKA, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, 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.

14. Waiver of Equitable Relief:

You acknowledge and agree that GKA 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 relating to or arising out of GKA'S actual or alleged exploitation or use of any Video or other material submitted in connection with these Awards, 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.

15. Issues with submissions:

GKA 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.

GKA is not responsible for any materials provided to GKA which are deemed harmful or offensive to others. All statements and opinions made by an individual are those of such individual(s) only, and the GKA neither endorses nor shall be held responsible for the reliability or accuracy of the same.

16. Other Terms & Conditions:

By submitting a Video for these Awards, you agree to be bound by these Official Rules. The decision of the GKA in all matters relating to this Competition is final and binding. In the event that any provision 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.

17. Disputes:

By participating in these Awards, 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 these Awards 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, GKA and Promotion Partners in connection with these Awards, shall be governed by, and construed in accordance with the laws of Germany;
- (iiii) Any legal proceeding of any sort brought between the parties as a result of this agreement shall be brought in the civil court of Hamburg / Germany. In any legal proceeding in which any right or obligation arising from this agreement is in issue, the law applicable thereto shall be the law of the Federal Republic of Germany.