

Official Rules

NO PURCHASE OR PAYMENT IS REQUIRED TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

AFFIDAVIT OF ELIGIBILITY/LIABILITY/PUBLICITY RELEASE MAY BE REQUIRED. SPONSOR SHALL BE THE EXCLUSIVE OWNER OF ALL ENTRIES. VOID WHERE PROHIBITED BY LAW.

- 1. ENTRY PERIOD:** The prAna Day Job to Dream Job Contest (this “Contest”) begins on August 15, 2019 at 12:01 a.m. Pacific Daylight Time (“PDT”) and ends on September 16, 2019 at 11:59 p.m. PDT (the “Entry Period”).
- 2. ELIGIBILITY:** This Contest is open only to individuals who are (a) legal residents of the fifty (50) United States or the District of Columbia and (b) 21 years of age or older at the time of entry. Employees of Sponsor, its affiliate companies, or companies associated with this Contest (including advertising and promotion agencies), as well as the immediate family (parent, child, spouse or sibling and each of their respective spouses, regardless of where they reside) and the household members of any such employee (whether or not related), are not eligible to enter or win. This Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.
- 3. SPONSOR:** This Contest is sponsored by prAna Living, LLC, 3209 Lionshead Avenue, Carlsbad, CA, 92010. This Contest is in no way sponsored, endorsed, administered by, or associated with, Facebook, Twitter, YouTube, Vimeo, Instagram, or other social media site.
- 4. AGREEMENT TO OFFICIAL RULES.** By participating in this Contest, you (“you,” “your,” or “Entrant”) fully and unconditionally agree to be bound by these "Official Rules" and the decisions of Sponsor, which are final and binding on all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.
- 5. HOW TO ENTER CONTEST:** To enter, visit www.dreamjob.prana.com (the “Contest Website”) and follow the instructions to complete the entry form and create and submit a video (your “Video”) that meets the requirements below, describes your current job, and explains why or how quitting your current job and winning \$100,000 will enable you to pursue your dream (your “Contest Entry”). **DO NOT QUIT YOUR JOB to enter this Contest. Terminating your employment to enter this Contest is not required or requested by Sponsor and will NOT improve your chances of winning.** If you are notified by Sponsor in writing that you are the Winner, you will be required to terminate your current employment to receive the Prize (see below). **Entries must be received by September 16, 2019 at 11:59:59 p.m. PDT.** Entries not received during the Entry Period will not be eligible.

Entry Video must:

- **BE NO SHORTER THAN THIRTY (30) SECONDS AND NO LONGER THAN ONE HUNDRED AND EIGHTY (180) SECONDS IN LENGTH.**

- **Be 500MB or less in size.**
- **Be submitted by providing a YouTube or Vimeo URL or by directly uploading a video file (in MPG, MPEG, MPEG-2, MP4, WEBM, MOV or FLV format) through the Contest Website.**
- **Not be password protected. Video privacy settings are the responsibility of Entrant (e.g. Unlisted on YouTube or Private Link on Vimeo).**
- **Be in a resolution no lower than 400 x 300.**
- **Be in either a 4:3 or 16:9 aspect ratio,** as long as it complies with the time, file size, format and resolution requirements set forth above.
- **Be unique and truthful.**
- **Be Entrant's original work, suitable for display or publication, and**
 - Must not contain any obscene or pornographic material;
 - Must not depict in any way any individual under 18 years of age;
 - Must not contain any defamatory statements;
 - Must not contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group;
 - Must not include threats to any person, place, business or group;
 - Must not contain any references to alcohol or controlled substances;
 - Must not depict or encourage dangerous or unlawful activities;
 - Must not invade the privacy or other rights of any person, firm or entity;
 - Must not contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by third parties other than appropriate products of Sponsor;
 - Must not contain any third party personal information, such as personal names or e-mail addresses;
 - Must not contain materials owned by third parties (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
 - Must not contain materials embodying the names, likenesses, voices, or performances identifying any celebrities or other public or private figures, living or dead, or the names, likenesses, voices, or performances of any individual other than Entrant without their permission;
 - Must not communicate messages or images inconsistent with Sponsor's reputation, image and/or goodwill;
 - Must not violate any law or regulation; and
 - Must not be otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor in its sole discretion

Once a Contest Entry is submitted, it may not be withdrawn or modified in any manner by Entrant.

There is a limit of one (1) Contest Entry per person, using a single email address. If you enter or attempt to enter this Contest more than once, all of your Contest Entries will be deemed void and you will be disqualified from participating in this Contest. Each Contest Entry will be deemed to have been submitted by one (1) Entrant, regardless of the number of people who might appear in or otherwise help create the Contest Entry. In the event of any dispute concerning the identity of any Entrant, the Contest

Entry will be deemed submitted by the natural person who is named in the Contest Entry form. Sponsor's computer is the official time keeping device for the Contest. Contest Entries generated by script, macro or other automated means and Contest Entries by any means that, in the sole discretion of Sponsor, subvert the entry process, are void. Sharing Contest Entry on social channels will not increase your chances of winning.

Entrant acknowledges and agrees that Sponsor may obtain many Contest Entries in connection with this Contest and that Entrant's Contest Entry may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Contest and or to other materials received or developed by Sponsor. Entrant waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Contest Entry and/or other works accepted, reviewed and/or used by Sponsor (or its respective designees) may be similar to Entrant's Contest Entry, or that any compensation is due to Entrant in connection with such Contest Entry or other works used by Sponsor.

Entrant acknowledges and agrees that Sponsor reserves the right to edit or otherwise revise each Contest Entry for any reason, including without limitation, for creative reasons or for technical reasons.

Entrant may not contract with, or pay for, any outside consulting firm, agency, or other service for any assistance or guidance in the creation of the Contest Entry. Entrant represents and warrants that Entrant's Contest Entry meets the requirements set forth in these Official Rules.

All Contest Entries will be reviewed for content before being judged; however, such review does not relieve Entrant from responsibility for compliance with all of these Official Rules. Contest Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by Sponsor, in its sole discretion, will be disqualified and will not be eligible for any prize. Sponsor, in its sole and absolute discretion, makes the final determination as to which Contest Entries are eligible to take part in this Contest and be considered for a prize.

6. REQUIREMENTS OF POTENTIAL WINNER. Potential winner (and all references to an Entrant's status as a "winner"), are subject to verification and auditing by Sponsor. You are not a winner of any prize unless and until your eligibility has been verified and you have been notified that verification is complete. Except where prohibited, potential winner will be required to timely complete and return an affidavit of eligibility (including a declaration of compliance with these Official Rules), a Form W-9 (for tax reporting purposes), a comprehensive liability waiver and publicity release, and other documents requested by Sponsor. If selected as the winner, Entrant grants Sponsor and its assignees the perpetual, worldwide right and license to use Entrant's name, biographical information, voice, performance, photograph, Video, image and likeness for programming, advertising, publicity and promotional purposes, in any and all media, now or hereafter known, without additional compensation or consents and without prior notice, approval or inspection.

If any other persons appear in a Video or any part of a Contest Entry, prior to submitting Entrant's Contest Entry, Entrant will obtain the written consent of each such person who appears, granting Sponsor and its assignees the perpetual, worldwide right and license to use such person's name, biographical information, voice, performance, photograph, video, image and likeness for programming, advertising, publicity and promotional purposes, in any and all media, now or hereafter known, without additional compensation or consents and without prior notice, approval or inspection, and to execute specific written

consent to such use if asked to do so by Sponsor. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Entrant at any time. Failure to provide such proof, if requested, may result in disqualification of Entrant, at Sponsor's sole discretion.

Given the sensitive nature of the Contest Entry content, Entrant assumes full responsibility and liability to ensure appropriate security and privacy settings for any Contest Entry posted to public video platforms such as YouTube or Vimeo. Any outcomes or issues that arise as a result of Entrant's participation in this Contest or submission of a Contest Entry are the full and absolute responsibility of Entrant. Sponsor assumes no responsibility or liability for any impact on or outcome for any Entrant that may arise from or relate to Entrant's this Contest or Entrant's Contest Entry.

There is no requirement or request by Sponsor that Entrant quit or terminate Entrant's current employment to enter this Contest. **Do not quit your job to enter this Contest.** Sponsor assumes no responsibility or liability if Entrant quits or is terminated from Entrant's employment by Entrant's own actions or as a result of Entrant's Contest Entry.

7. JUDGING: On or about September 27, 2019, all eligible Contest Entries received by Sponsor will be judged by a panel of Sponsor's representatives ("Judges") based on the following weighted criteria: Quality of Submission (30%); Originality (20%), Boldness (20%), Personality (15%) and Passion/Enthusiasm (15%) (the "Judging Criteria"). The Entry with the highest total score will be declared the potential winner ("Winner"). In the event of a tie, the Contest Entry that is tied for highest total score and has the highest Quality of Submission score will be determined the Winner. If more than one Contest Entry is tied for both highest total score and highest Quality of Submission score, the same or different Judges may re-score such tied Contest Entries using the Judging Criteria. The odds of being selected as the Winner depend on the number of Contest Entries received and the performance of other entrants. **You are not a winner of any prize unless and until Sponsor notifies you in writing that you are the potential Winner, Sponsor verifies your eligibility, and you meet all requirements set forth in these Official Rules.**

8. ONE (1) PRIZE: One (1) Winner will receive \$100,000 (ARV: \$100,000) payable in four (4) equal installments of \$25,000 (the "Prize") over the course of a twelve (12) month period. The first installment will be paid on or about 11/8/ 2019, the second installment will be paid on or about 3/8/2020, the third installment will be paid on or about 7/8/2020, and the fourth installment will be paid on or about 11/8/2020, subject to the terms and conditions in these Official Rules.

9. WINNER NOTIFICATION AND REQUIREMENTS: Potential Winner will be notified by email and/or telephone on or about October 17, 2019, at the email or telephone number provided in Entrant's Contest Entry form. If a potential Winner does not respond within five (5) days or an email notification is undeliverable after up to three (3) attempts, a new Winner may be selected. Winner will be required to complete an Affidavit of Eligibility, a Liability and Publicity Release (unless prohibited by law), and any other documents required by Sponsor, all of which must be returned within two (2) weeks. Winner must also consent to the disclosure by Sponsor of Winner's Contest Entry and Video. Any potential Winner who fails to provide any of the documents set forth above will be disqualified. Return of notification as undeliverable, failure to complete and return requested documentation within the specified time period, the inability of Sponsor to contact a potential Winner within a reasonable time period (whether due to a change in email address or otherwise) or noncompliance with these Official Rules by

the potential Winner will result in disqualification and, at Sponsor's sole discretion, a runner-up Winner may be selected.

Winner understands and agrees that Sponsor reserves the right to edit or otherwise revise Winner's Contest Entry for any reason, including without limitation, creative reasons or technical reasons. Sponsor reserves the right to require Entrant to return a signed hard-copy of any documents, consents or releases referenced herein or as may be needed, in Sponsor's sole determination, to reflect and effectuate the rights and releases granted hereunder.

Sponsor reserves the right to conduct a background check of any and all records of potential Winner, including, without limitation, civil and criminal court records and police reports, and Entrant consents to such background check, provided that, to the extent additional authorization is necessary under law, potential Winner shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any potential Winner based on the results of the background check (e.g. for any felony conviction or crime of moral turpitude) or failure of Winner to properly authorize such check.

As a condition of accepting the Prize, Winner is required to terminate Winner's then-current employment and provide written documentation to Sponsor that Winner has terminated such employment within fourteen (14) days of completing the required documents and background check. **Do not quit your job until you have been notified by Sponsor that you are the potential Winner and you have successfully completed all other requirements to claim the Prize.** Sponsor in its sole discretion reserves the right to accept or reject the written documentation as valid or sufficient to substantiate the employment status of the potential Winner.

Within one (1) week of Winner completing the required documents and background check and giving notice of employment termination, Winner must create and provide to Sponsor at least one (1) video that is 60 seconds or more in length that effectively communicates Entrant's progress towards pursuing Entrant's "dream job" (the "Follow-up Video"). Entrant grants to Sponsor, and Sponsor shall have, the same rights in the Follow-up Video as it has in the Contest Entry, as set forth under these Official Rules. Sponsor, in its absolute and sole discretion, may determine if the Follow-up Video is satisfactory and sufficient. Winner will recreate and resubmit a Follow-up Video at Sponsor's request. Sponsor reserves the right at any time to terminate Winner's Prize payment installments if Winner accepts an offer for employment or Sponsor becomes aware of a change in Winner's employment status before **June 22, 2020**. Winner may be required to sign an Affidavit of Continued Eligibility representing winner's employment status to receive prize installment payments.

10. PRIVACY: All personal information you submit as part of this Contest will be treated in accordance with Sponsor's Privacy Policy (accessible from www.prana.com) as well as the Facebook, Twitter, YouTube, Instagram, or other applicable social media site Privacy Policy (accessible from site). By participating in the Contest, you acknowledge and agree that all information and material, including any personal information provided in your entry materials, affidavits, and releases, will be shared with Sponsor's agents, representatives, and other third parties involved in the execution, administration, or hosting of the Contest, and may be further publicized or released for promotional and compliance purposes. If there is any conflict between these Official Rules and the terms of Sponsor's Privacy Policy, these Official Rules will govern. As it relates to this Contest, you are providing your entry information to Sponsor and not to Facebook, Twitter, YouTube, or Instagram.

11. PRIZE CONDITIONS: All prize details are at the sole discretion of Sponsor. No substitution or transfer of prize is permitted. Winner is solely responsible for all applicable federal, state, and local taxes, as well as any other costs and expenses associated with prize acceptance and use not specified herein. In Sponsor's sole discretion, a Winner may be required to forfeit the prize and an alternate Winner may be selected in accordance with these Official Rules from the remaining eligible Contest Entries if Winner declines or otherwise does not accept the prize or fails to comply with these Official Rules. In the event that Winner is disqualified for any reason, the prize may not be awarded unless required by law. The maximum value of the prize set forth above represents Sponsor's good faith determination of the maximum ARV thereof and the actual fair market value, as ultimately determined by Sponsor, cannot be challenged or appealed. Winner will receive from Sponsor an IRS Form 1099 or other comparable form reporting the value of the Prize.

12. GENERAL CONDITIONS: Entrant agrees: (a) to abide by these Official Rules and the decisions of Sponsor and its Judges, which shall be final and binding in all respects relating to this Contest; (b) to furnish Sponsor with executed copies of any documents required by Sponsor in order to be confirmed as a Winner, and (c) to defend, indemnify and hold harmless each of the Released Parties (as defined below) from and against any and all claims or actions arising out of or in connection with Entrant's participation in the Contest, any breach of representation made by Entrant in connection with the Contest, and the exercise by Sponsor of any of the rights granted by Entrant in these Official Rules.

13. ENTRANT AGREES TO RELEASE AND DISCHARGE SPONSOR, ADMINISTRATOR, AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL INJURIES, LIABILITY, LOSSES AND DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY RESULTING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRANT'S PARTICIPATION IN THE CONTEST OR ANY CONTEST-RELATED ACTIVITY OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, THE SUBSTITUTION OF ANY PRIZE IN ACCORDANCE WITH THE OFFICIAL RULES OR THE RELEASED PARTIES' USE OF ANY OF THE RIGHTS GRANTED IN THE OFFICIAL RULES.

14. MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, damaged, or garbled, Contest Entries or Videos; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, viruses, failures or difficulties, or 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 that may occur in connection with the administration of the Contest, the processing of Contest Entries or Videos, the judging of Contest Entries, the announcement of the prizes, the delay, cancellation, or failure to air any Contest Entry as part of a promotional piece for any reason, the incorrect uploading of an Contest Entry or Video or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any

equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading from or use of the Website. Persons who tamper with or abuse any aspect of the Contest or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Contest Entries will be void. Further, the Released Parties are not responsible for any additional expenses, omissions, delays or re-routing resulting from any acts of any government or authority. Also, the Released Parties are not responsible, and may disqualify Entrant, if his or her contact information does not work or if it is changed without entrant giving prior written notice to Sponsor. Released Parties are not responsible or liable to any entrant or to the winner or any person claiming through such winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, kidnapping, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, vandalism, or any other cause beyond the Released Parties' sole control. If any portion of the Contest is, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes that, in the sole opinion of Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Contest Entries, Sponsor reserves the right at its sole discretion to take any action to prevent or correct such cause, including without limitation, to block suspect computers or IP addresses, or to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the Finalist Entries from all eligible, non-suspect Contest Entries received prior to action taken or as otherwise deemed reasonable and appropriate by Sponsor. In the event of a dispute regarding Contest Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. **CAUTION: ANY ATTEMPT TO DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND IF SUCH AN ATTEMPT IS MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

15. LIMITATIONS OF LIABILITY; DISPUTES. Except where prohibited, you agree that (a) any and all disputes, claims and causes of action arising out of, or connected with the Contest or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Multnomah County, Oregon; (b) any and all claims, judgments, and awards that you may pursue or receive will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of any other entrant or Sponsor in connection with the any portion of the Contest, will be governed by, and construed in accordance with, the laws of

the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Oregon. By participating in the Contest, you agree that Oregon will be the exclusive forum for any formal dispute resolution.

YOU RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS THAT YOU MAY PURSUE OR RECEIVE WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

16. WINNERS LIST: You may obtain the Contest results by sending a self-addressed, stamped envelope to Sponsor with a printed request for "Winner's Name" to: prAna Day Job to Dream Job Contest, Attn: Marketing Department, 3209 Lionshead Avenue, Carlsbad, CA, 92010. Records may not be available beyond two (2) years.