

**#deadbeatdams Social Media Contest for DamNation  
Official Rules**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.**

#thatdamcontest Social Media Contest for DamNation ("Contest") starts on May 5, 2014 at 12:00 am Eastern Time ("ET") and ends at 11:59 pm ET on June 7<sup>th</sup>, 2014 ("Contest Period").

**ELIGIBILITY:** Contest is open to legal residents of the fifty (50) United States and District of Columbia, 18 years of age or older. Employees of Patagonia, Inc. ("Sponsor"), DamNation, and their respective parent, subsidiaries, affiliates and advertising and promotion agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws. By participating, each entrant agrees to abide by these official rules ("Official Rules") and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest.

**HOW TO ENTER:** During the Contest Period, take a picture of a deadbeat dam or your favorite river in your area and post it on Twitter, Instagram or the Patagonia page on Facebook and tag the post with #thatdamcontest and @patagonia ("Entry"). If you enter using Instagram or Twitter, you must follow @patagonia and your profile must be set to "public". If you enter on the Patagonia page on Facebook, you must "Like" the Patagonia page. You can "unfollow" or "unlike" (as applicable) the Patagonia page/profile any time after the winner has been notified. Data charges may apply. Please be sure to consult your wireless provider. If you post updates to or receive updates from your wireless phone, your wireless service provider may charge you data charges. Please consult your wireless service provider for more information. Sponsor is not responsible for any charges wireless service provider may charge entrant. All terms and conditions of Facebook, Twitter.com and Instagram apply. Multiple entrants are not permitted to share the same account. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. There is no limit on the number of Entries you can submit; however, each Entry must be substantially different than any other Entry submitted by you, as determined by Sponsor in its sole discretion. All Entries become the sole property of the Sponsor and will not be returned.

**PROHIBITED CONTENT:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entry;
- defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission, to the extent permission is necessary;

- contains copyrighted materials owned by others (including music, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission, to the extent permission is necessary;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person (living or dead), such as license plate numbers, personal names, e-mail addresses or street addresses, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission, to the extent permission is necessary;
- communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry includes recognizable minors, those minors must be the children or legal wards of the entrant. If an Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases, permissions and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, permissions from any person who is mentioned in, appears in or is identifiable in the Entry and permissions from any person who took the photograph of the entrant. 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 may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons who are appearing or identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on Sponsor's page on Facebook, other social media pages and/or other Sponsor websites and otherwise used in accordance with rights granted below and, if applicable to social media platform used to enter, entrant represents and warrants that he/she has set the license settings for photo included as Entry to allow the same.

By submitting an Entry, entrant represents and warrants that the Entry conforms to these Official Rules and understands that Sponsor, in its sole discretion, may disqualify the Entry for any reason, including if it determines, in its sole discretion, that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

**USE OF ENTRIES:** By submitting an Entry, entrant hereby grants to Sponsor and its successors, licensees and assigns a nonexclusive license to reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the Entry in any manner or media now known or hereafter devised throughout the world in perpetuity for advertising, promotional and other purposes, without further compensation, notification or permission. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Sponsor has no obligation to make use of the rights granted herein.

**JUDGING:** All eligible Entries received by Sponsor will be judged by a panel of qualified

judges based on the following equally weighted criteria: originality/creativity and quality of image (“Judging Criteria”), to determine the potential winner and 5 runner ups. In the event of a tie, an additional, “tie-breaking” judge will determine the winner based on the Judging Criteria. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. All decisions of the Sponsor and judges are final and binding. Sponsor will not reveal the judging scores for any Entry.

**WINNER NOTIFICATION:** Sponsor will send potential winner and 5 runner ups a message from @patagonia on Instagram or @patagonia on Twitter or Patagonia on Facebook (depending on which entry method was used by potential winner) to the potential winner’s Twitter Instagram, or Facebook account (as applicable) used to enter with instructions on how to claim the prize. In order to receive a message from Sponsor, potential winner must (a) be following @patagonia on Instagram or @patagonia on Twitter (as applicable) and (b) have his or her account settings set to “unprotected” and/or “public”. If the potential winner entered via Facebook, the Sponsor will comment on his/her winning Entry. If potential winner does not respond and comply with the instructions in the notification within twenty-four (24) hours after Sponsor sent the message or is not in compliance with these Official Rules, he/she will forfeit the prize and Sponsor may select an alternate potential winner. Potential winner will be required to execute an Affidavit of Eligibility and a Liability and Publicity Release (unless prohibited by law), which must be returned within five (5) days of date appearing on prize notification. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact potential winner within a reasonable time period or noncompliance with these Official Rules by potential winner will result in disqualification and, at Sponsor’s sole discretion, the prize may be awarded to a runner-up. If winner is at least 18 but still considered a minor in his/her jurisdiction of residence, all required documentation must be executed by such minor’s parent or legal guardian. In addition, Sponsor may, at its discretion, award the prize to such parent or legal guardian or require parent or legal guardian accompany winner as his/her guest.

**PRIZE:** Prize package includes: (i) (ii) rafting trip on the undammed Elwha River with local outfitter Olympic Raft and Kayak for winner and one (1) guest on in July 2014 (final trip date TBD with winner and Matt Stoecker), 2014; and (iii) hike for winner and one (1) guest to the former dam site with fish biologist Matt Stoecker (producer and underwater photographer for the film) and author Dylan Tomine (film character and local resident), for a look at salmon spawning and jumping falls and (optional) snorkel with salmon/steelhead. Approximate Retail Value (“ARV”): **\$3,500.00**. Sponsor will pay for airline travel to/from Seattle up to \$500 each. Passes are subject to terms and conditions specified thereon. Seat locations will be determined by Sponsor. Winner and guest must comply with prize component provider rules and regulations. Failure to do so may result in forfeiture. Guest must be at least 18 unless child or legal ward of winner. Guest (or, if child or legal ward of winner, winner) may be required to sign and return a liability/publicity release. Prize is awarded “as is” with no warranty or guarantee, either express or implied. All federal, state and local taxes and all costs and expenses associated with prize acceptance and use not specified herein as being provided, including travel to/from Seattle, accommodations and meals, are the sole responsibility of the winner. Winner may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute prize with one of comparable or greater value. Prize is not redeemable for cash. All prize details are at Sponsor’s sole discretion. Limit one (1) prize per person/Twitter account/Instagram account/household.

**THE 5 RUNNER UP WINNERS WILL EACH RECEIVE A PATAGONIA® DOWN SWEATER (OR COMPARABLE VALUED PATAGONIA® ITEM), IN THEIR NOTED SIZE.** It will be shipped within three (3) weeks of Winner Notification.

**RELEASE OF LIABILITY:** By participating, each entrant agrees to release, indemnify, discharge and hold harmless Sponsor, Facebook, Twitter, Instagram, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (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, the acceptance, possession, use or misuse of any prize and/or Sponsor's use of the rights granted herein.

**PUBLICITY GRANT:** By participating, each entrant agrees to the use by Sponsor and its designees of his/her name, voice, biographical information, image and/or likeness for advertising, publicity, promotional and other purposes, in any manner, in any and all media now or hereafter known, worldwide in perpetuity, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.

**GENERAL CONDITIONS** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, tweets, posts, messages, email or mail; 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, 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 which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize 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 any person's computer related to or resulting from participating in this Contest or downloading materials from or use of any social media platform. Persons who tamper with or abuse any aspect of the Contest or social media platform, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST**

EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**REQUEST FOR WINNER'S NAME:** For the winner's name (available after June 7<sup>th</sup> 2014, send a self-addressed stamped envelope to: #thatdamcontest Social Media Contest for DamNation" c/o Retail Marketing Department, Patagonia, Inc., 259 W. Santa Clara Street, Ventura, CA 93001, for receipt no later than **7/15/14**

**Sponsor:** Patagonia, Inc., 259 W. Santa Clara Street, Ventura, CA 93001.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.

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