



## NITRO CIRCUS #SHOWUSYOURTRICKS 2023

### OFFICIAL TERMS AND CONDITIONS

**NO PURCHASE NECESSARY TO WIN OR ENTER. VOID WHERE PROHIBITED.**

**Competition:** These Terms and Conditions constitute the terms of entry into the Nitro Circus Stunt Search 2023 competition (the “**Competition**”). The Competition is a video submission skill-based competition owned and operated by the Promoter (as defined herein).

**Promoter:** The Competition is conducted by Nitro Circus LLC. of 946 West 17th Street, Costa Mesa, California 92627, United States (“**NC**” or “**Promoter**”).

1. **Eligibility:** Entry into the Competition is open to legal residents of the 50 United States and the District of Columbia aged at least eighteen (18) years and the age of majority in their state of residence as of the date of entry (each a “**Contestant**”). Directors, officers, members, managers, and employees (and their immediate families) of the Promoter and its related companies, or of the agencies and companies associated with this Competition are ineligible to enter this Competition.

2. **Agreement to Terms and Conditions:** By entering into the Competition, each Contestant agrees to, and accepts, these Terms and Conditions.

3. **Competition Period:** Entry into this Competition will commence at August 1st, 2023 at 12:00:00 a.m. PST, and end at 11:59:59 p.m. PST on September 4, 2023 (“**Competition Period**”).

4. **Entry into the Competition:** During the Competition Period, Contestant must film and post a 30-second or shorter video on the Contestant's Instagram, Facebook and/or Twitter account comprising of the Contestant performing their best mega and/or Big-air tricks on a skateboard, BMX or FMX and tagging “@nitrocircus” and captioned with the following hashtag: #ShowUsUrTricks (each a “Submission”). Each Submission must be uploaded in accordance with the submission instructions provided by NC herein. Submissions are property of Promoter and will not be returned.

To enter the Competition, a Contestant must have an account with Instagram, Facebook and/or Twitter. If the prospective Contestant does not have an account on such platforms, he/she may create one for free by visiting [www.instagram.com](http://www.instagram.com), [www.facebook.com](http://www.facebook.com) or [www.twitter.com](http://www.twitter.com) respectively. By submitting personal information and creating an account, the Contestant agrees to the terms of use and privacy policy of Instagram, Facebook and/or Twitter (as the case may be). If you do not agree to such terms of use and privacy policy, you cannot create an account or participate in this Competition.

This Competition is in no way sponsored, administered, or associated with Instagram, Facebook or Twitter. By entering, Contestants release Instagram, Facebook and Twitter of responsibility, and agree to Instagram, Facebook and Twitter's terms of use.

The Promoter may, in its sole and absolute discretion, deem any incomplete, indecipherable and ineligible entry invalid.

**5. Entry Conditions:** There is a maximum of one (1) entry Submission per person. Even if Contestant posts its video on all three platforms (Instagram, Facebook and Twitter), such postings will only count as a single Submission and will not increase the chance of winning nor will it disqualify the Submission as an attempt to obtain more than one entry into the Competition.

Contestant must enter the Competition using their own name. The Promoter may deem any entry of a Contestant invalid if the Promoter considers, in its sole and absolute discretion, that the Contestant has provided incorrect, misleading or fraudulent information.

The Promoter may also deem any entry submitted by a Contestant invalid if it considers, where acting reasonably, that the Contestant has attempted to obtain more than one entry into the Competition.

The Promoter reserves the right to, at any time, request that a Contestant provide identification, including (but not limited to) proof of identity, proof of age or proof of residency. In the event a Contestant refuses to produce that proof or does not produce that proof to the satisfaction of the Promoter (in its sole and absolute discretion), the Promoter may deem the Contestant ineligible to participate in the Competition.

A Contestant's use of any automated entry software or any other mechanical or electronic means that allows the Contestant to automatically enter into the Competition repeatedly is prohibited. If a Contestant is found to be using (or has used) software, or other means of this type, the Promoter reserves the right to deem the entry submitted by that Contestant to be invalid.

**6. Submission Instructions:** By entering a Submission, the Contestant certifies, represents, and warrants that: (i) the Submission is Contestant's original video or audio visual content, footage and photographs and does not and will not infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, including, but not limited to, copyright with respect to the filming and creation of the video, or rights of publicity or privacy of any third party, or violate any applicable law or regulation when used as contemplated in these Terms and Conditions; (ii) Contestant has all rights and licenses necessary to grant to NC the rights granted herein in and to the Submission to allow NC to use the video in all media now known or hereafter discovered for any purpose whatsoever including any advertising purpose without geographic limitations and without further compensation; and (iii) the Submission consists of one (1) video that conforms to the following Submission Guidelines and Submission Restrictions (collectively, the "Entry Requirements"):

### Submission Guidelines:

- Video must consist of a performance by the Contestant of tricks or maneuvers on a large format vertical ramp approximately 10-12 feet tall and at 32ft in distance; or adaptable to large format ramp for Skateboard, BMX, Scooter or Contraption; on a 10-15 foot tall ramp for Freestyle Motocross tricks at a distance of 25ft to 75ft in distance.
- Video must be a maximum of 30 seconds in length.
- Video can be filmed on a camera or phone.
- Video must not contain any music or have been edited.
- Video must not include any individuals other than Contestant.
- Videos must not contain watermarks.
- Must not be of poor visual and/or audio quality.
- Submission must be original.
- No duplicate Submissions may be submitted except that the video may be posted on all three social media platforms described below.
- Submissions must be posted via Contestant's Instagram account, Facebook account and/or Twitter account, and must follow the respective terms of use/service listed here: <https://instagram.com/about/legal/terms/>; <https://www.facebook.com/legal/terms>; and <https://twitter.com/en/tos>.

### Submission Restrictions:

- Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement and cannot include videography or photography taken by anyone other than the Contestant unless Contestant has received a license from the videographer to allow use of the footage in connection with the Competition and for any other purpose whatsoever including any advertising purpose without geographic or media limitations and without further compensation or attribution Contestant may be asked to prove the existence of the license.
- Submission must not contain copyrighted materials owned by others (including photographs, videos, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical material) without written permission.
- Submission must not contain unsportsmanlike conduct, extraordinarily dangerous acts, or reckless acts.
- Submission must not contain or in any way depict any injuries and/or crashes of the Contestant.
- Submission must not disparage NC or any other person or party affiliated with the Competition.
- Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libelous or otherwise objectionable or inappropriate as determined by NC in its sole discretion.
- Submission cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Submission cannot contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- Submission cannot communicate messages or images inconsistent with the positive images and/or goodwill with which NC wishes to associate.

- Submission must not depict products or brands competitive with those of NC, as determined by NC in its sole discretion.
- Submission cannot depict illegal activity and cannot itself be in violation of any law.

Compliance with the foregoing requirements shall be determined by NC in its sole discretion. NC may, in its sole discretion, remove, discard and/or disqualify any Submission that is deemed to be inappropriate or otherwise non-compliant with these Terms and Conditions.

**7. Judging Panel & Criteria for Selecting Athlete Treatment Winners:** Each eligible Submission will be judged by a panel of three (3) veteran Nitro Circus members, with a minimum of seven (7) years in the Nitro Circus community as current or past performers or NC staff expert in assessing stunts and tricks (the “Judging Panel”). The Judging Panel will be selected and designated by NC from experts qualified to apply the Judging Criteria. The Judging Panel will use the Judging Criteria to select winners of the Prize from the Submissions.

The Judging Panel will evaluate each eligible Submission based on its merits and the Judging Panel’s assessment of the Contestant’s meeting the following criteria:

- Degree of Difficulty (25%)
- Originality of Trick: (25%)
- Performance (25%)
- Style: (25%)

The Judging Panel will decide the Potential Winners at their sole discretion as experts. THE DECISIONS OF THE JUDGING PANEL ARE FINAL AND BINDING AS TO ALL CONTESTANTS.

**8. Prize:** Five (5) Contestants (collectively, the “**Winners**” or individually, a “**Winner**”) will be invited and awarded “Athlete Treatment” to the 2023 Nitro Circus 20<sup>th</sup> Anniversary Tour show nearest the Winner's residence or such other tour location as agreed upon by NC. ; and allowed to compete for the Grand Prize based on their performance in the Live show.

- One (1) Grand Prize: USD\$10,000
- Five (5) Invited Show Attendees: Athlete Treatment
  - Athlete Treatment Prize: Two (2) VIP tickets, Locker-Room Access, Practice with the Nitro Circus Cast; Catered Cast Lunch and Dinner (Approximate Retail Value \$400.00).

**7. Judging Panel & Criteria for Selecting Grand Prize Winner:** Amongst the five Athlete Treatment Winners, a Grand Prize Winner will be selected by a Judging Panel based on the Athlete Treatment Winners performance in the Live show according to the following criteria:

- Degree of Difficulty (25%)
- Originality of Trick: (25%)
- Performance (25%)
- Style: (25%)

The Judging Panel will decide the Grand Prize Winner at their sole discretion as experts. THE DECISIONS OF THE JUDGING PANEL ARE FINAL AND BINDING AS TO ALL CONTESTANTS.

Odds of winning depend on number of eligible Submission received.

**9. Prize Restrictions and Conditions:** The Potential Winners must claim their Prize within five (5) days of being notified that they are a Potential Winner in accordance with Section 10 below. Within five days of notification, Potential Winners will be asked to provide a license to use the footage signed by both the Videographer and the Contestant to make clear that Promoter and its related companies may use the video and any footage from same in all media now known or hereafter discovered for any purpose whatsoever including any advertising purpose without geographic limitations and without further compensation or attribution. Potential Winner will also be expected to sign an Affidavit of Eligibility and Publicity Release in addition to any other documentation requested by Promoter. Only after all such documentation has been signed and returned will Potential Winner be deemed a Winner.

The Winners acknowledge that they are responsible for any ancillary costs associated with acceptance or use of the Prize including travel and accommodation to the Nitro Circus show nearest their residence or such other tour location as agreed upon by NC. All Federal, State and local taxes are the responsibility of the Winner. Grand Prize Winner will be provided with Form 1099-MISC.

The Promoter takes no responsibility for any variation to the Prize, or the unavailability of the Prize for any reason (including the inability of a Winner to take the Prize for any reason). Promoter reserves the right to substitute a prize with a similar prize of equal or greater value in the event of unavailability.

The Promoter's decisions are final with respect to Competition.

The Prize must be taken as offered and the Prize cannot be varied, transferred or exchanged except at Promoter's discretion, nor can it be redeemed for cash.

If for any reason a Winner is unable to take a Prize at the time stipulated by the Promoter, then such Prize will be forfeited by the Winner and the Promoter will not provide cash for the Prize.

**10. Winner Selection and Notification:** The Athlete Treatment Prize will be awarded to five (5) valid Contestants judged and selected on merit in accordance with the Judging Criteria set out in Section 7 above. Contestant may be required to provide further personal information upon notification that Contestant is a Potential Winner of the Competition.

The Potential Winners will be notified by the Promoter via direct message on or about September 12, 2023, on the platform in which the Submission was posted (i.e. Instagram, Facebook or Twitter) following conclusion of the Competition Period.

Grand Prize Winner will be notified no later than December 31, 2023, by text, call and/or Email.

The Potential Winners must confirm acceptance of the Prize by email to the Promoter at [info@thrillone.com](mailto:info@thrillone.com) within five (5) days of notification by the Promoter that a Contestant is a Potential Winner.

If for any reason the Promoter is unable to contact a Potential Winner, or the Potential Winner does not confirm acceptance of the Prize in accordance with this Section 10, such Potential Winner will forfeit the Prize and the Promoter reserves the right to award the Prize to the next eligible Contestant.

The Promoter takes no responsibility for a Potential Winner's failure to receive notification from the Promoter due to spam, junk e-mail or other security settings or for the Potential Winner's provision of incorrect or otherwise non-functioning contact information.

**11. Publication of Winner:** The Winners and the Grand Prize Winner will be announced via Nitro Circus' social media channels, or as otherwise determined by NC in its sole discretion and by entering a Submission, Contestants agree to this publication of their name and state of residence.

## **12. General Conditions of the Competition:**

The Promoter reserves the right to invalidate any entry if the Promoter reasonably believes, in its sole and absolute direction, that the Contestant has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Competition. Errors and omissions may be accepted at the Promoter's discretion. If the Promoter becomes aware after a Contestant has won a Prize that the Contestant has not complied with these Terms and Conditions, that Contestant will have no entitlement to the Prize, even if the Promoter has announced a Contestant as a Winner. That Contestant may be required to forfeit the Prize.

Contestants acknowledge that any costs associated with accessing any website in connection with this Competition remain the Contestant's responsibility and may vary depending on the mobile and/or internet service provider used.

If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control the Promoter, including but not limited to changes to law, reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right to, in its sole and absolute discretion and to the fullest extent permitted by law:

- invalidate any affected entry; or
- modify, suspend, terminate or cancel the Competition, as appropriate.

The Promoter may, at its sole discretion and where acting reasonably, amend any aspect of this Competition or of these Terms and Conditions from time to time, subject to applicable laws and subject to the approval of the governmental authorities, if required.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Contestants agree that these Terms and Conditions will be governed by the laws of the State of California.

### 13. Liability:

**The Contestants each understand and accept that participating in the Competition may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH (“Injuries”).** Each Contestant hereby expressly and voluntarily assumes full responsibility for these risks, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training, failure to supervise and failure to warn of potential risks. The Contestants understand that these risks may be caused by the Promoter, other participants, the Contestant or other third persons.

Each Contestant, on behalf of himself/herself and each of his/her successors, heirs and assigns, unconditionally and **irrevocably waives liability, releases, promises never to sue, forever discharges and relinquishes any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including** legal fees and costs (collectively, “Claims”), that the Contestant may incur or have against the Promoter, its affiliates, subsidiaries, parent companies, associates, related entities and companies (including but not limited to Thrill One Events LLC, Nitro Rallycross LLC, Thrill Partners LLC, Global Sports Solutions LLC, Street League Skateboarding LLC, Thrill One IP Holdings LLC, Thrill Holdings LLC, Thrill Intermediate LLC, Nitro Circus Live Pty Ltd, Nitro Circus LLC., Nitro Circus Touring Australia Pty Ltd, , Nitro Circus Touring Services Pty, Thrill Australia Pty, Rush Sports Management Pty Ltd, SJP Holdings, LLC, Conduit Post, LLC, Crown Media Entertainment, LLC, Perfect Feet Productions, LLC, Purple Shark, LLC and each of their respective affiliates), and each of their respective owners, officers, shareholders, directors, employees and agents (“**Released Parties**”), arising from or related to the Contestant’s participation in the Competition, including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) the breach of any implied or express warranty and/or representation of any of the Released Parties; and/or (v) any other operations associated with the Competition, and, with respect to each of the foregoing, whether based on tort (**including, without limitation, acts of negligence and gross negligence**), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the “**Released Claims**”).

By accepting prize, Winner agrees to release Released Parties, from any and all liability, loss or damages arising out of or in connection with the awarding, receipt, use or misuse of the prize or participation in any prize-related activities including Injuries as a result of travel to or participation in 2023 Nitro Circus 20<sup>th</sup> Anniversary Tour show.

To the extent permitted by law, Contestants agree to indemnify and hold harmless the Released Parties from and against all liability for any direct or indirect loss (including special or consequential loss), damage, expense or injury that is suffered or incurred by a Contestant in connection with:

- entry into, or participation in, this Competition, or acceptance or use of the Prize;
- any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- any theft, unauthorized access or third party interference;
- any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter); or
- modification or cancellation of the Competition.

On behalf of the Contestant and each of their successors, heirs, and assigns, the Contestant agrees to defend (at NC's request), indemnify and hold harmless each of the Released Parties from and against any and all Released Claims, and any and all third party Claims, arising from or in connection with: (a) any breach or alleged breach of these Terms and Conditions; (b) the Contestants' Participation in the Competition, including, without limitation: (i) any injuries to the Contestant; (ii) any injuries to third parties directly or indirectly arising from the Contestant's Participation in the Competition; and (iii) and any other loss or damage that the Contestant may directly or indirectly cause to any real or personal property. If the Contestant is a minor, the parents and legal guardians further agree to indemnify each of the Released Parties from any and all Claims described in the preceding paragraph which may be suffered by the Contestant.

**14. Publicity:** To the extent permitted by law, Contestants consent to the Promoter using the Contestant's name, location, and any other information submitted as part of the entry in the event that they are the Winners of a Prize in any media for an unlimited period without remuneration for the purposes of promoting this Competition (including any outcomes), and promoting the event, activities, business undertakings, and services provided, by the Promoter.

**15. Grant of Rights:**

Each Contestant irrevocably grants to Promoter the irrevocable right to use throughout the world through any means and through all media whether now known or hereinafter devised in perpetuity, the Contestant's name (including professional name and any nicknames), image, likeness, photographs, voice and biography for the purpose of promoting and exploiting the Competition, any NC Media Activity and NC Media Content (each as defined herein) and to otherwise identify the Contestant in the promotion and exploitation of the Competition, including the Submission.

Each Contestant hereby further grants to Promoter the irrevocable right to use and/or exploit the Submission for any purpose, throughout the world, in perpetuity, in any media now known or yet



to be invented (including print, internet, theatrical, streaming and television broadcast) including, without limitation, for the purpose of televising, broadcasting, performing, producing, creating, devising, advertising and promoting or otherwise publicizing and/or exploiting through all media, the Competition, NC Media Activity, NC Media Content and/or any other NC-branded undertaking, including, without limitation, future events of a similar type, promoting, advertising, or otherwise publicizing the activities of the Promoter and related companies, and creating, producing and exploiting feature films, television, video games, mobile applications or games and home video/DVD programs and any other NC-branded undertaking.

For the purposes of these Terms and Conditions, “NC Media Activity” means any NC related media activity including participation in any recordings, whether audio-visual or otherwise, photographs, media conferences, interviews, launches, all public relations and promotional activities of any kind or other media related activity, including participation in any NC Media Content, across all forms of media whether now known or otherwise invented including television, feature films, home entertainment formats, streaming platforms, the internet, social media, mobile platforms and/or devices or video game consoles and/or devices and whether or not for promotional or commercial purposes; and

“NC Media Content” means NC related media content whether in the form of TV shows, feature films, clips, episodes, video games or otherwise produced by NC and/or its contractors or licensees and whether or not intended for primary exploitation by means of television, theatrical, home entertainment, streaming platforms, digital platforms and devices, mobile devices, computer and video game consoles or devices or otherwise and in all formats whether or not invented as at the date of these Terms and Conditions.

**16. Contestant’s Personal Information:** By entering into this Competition, Contestants acknowledge and consent to the Promoter and its related companies accessing, collecting and using a Contestant’s personal information in accordance with the Promoter’s Privacy Policy at: <https://www.thrillone.com/privacy-policy>.

By entering into the Competition, a Contestant consents to the Promoter using the Contestant’s personal information for the purpose of administering this Competition, including fulfillment of the Prize, marketing and advertising of the Competition and publicity of the outcome of the Competition (such as the announcement of the Winners).

Contestants acknowledge that the Promoter may disclose a Contestant’s personal information to third parties for the purposes of conducting the Competition (including promotional, marketing and publicity purposes) and delivering the Prize.

**17. Contact:** Nitro Circus LLC of 946 West 17th Street, Costa Mesa, California 92627, United States, [info@thrillone.com](mailto:info@thrillone.com). [For a list of prize winners, please send a stamped, self-addressed envelope to the above address by \(3/31/2024 approximately 90 days after the Grand Prize winner is selected\).](#)