

« CADDY SHACKED – QUIKSILVER PRO FRANCE » CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED BY LAW.

1. Organizing Body: NA PALI, a simplified joint stock company with a capital of 59.096.100,00 €, registered with the Bayonne trade register (RCS) under number 331 377 036, and with its head office at 162 rue Belharra, in Saint Jean de Luz, France (hereafter referred to as the “Organising Company”), is holding a free contest with no purchase necessary available on the website quiksilver.com/caddyshacked page from the 1st July to 14th September 2017.

2. Who Can Enter: Any individual 13 years of age or older is eligible to participate in Quiksilver, “Caddy Shacked” Contest (the “Contest”). Employees, officers, principals, directors or agents of Na Pali SAS (“Quiksilver”) its subsidiaries or affiliates (collectively, the “Sponsor”), and members of their households or immediate families, are not eligible to participate.

3. How to Enter: Each entrant must select one of our pro surfers between Leo, Konoa, Zeke, Jeremy, Wiggolly and Conor. Then, they will write a text of less than twenty-five (25) words telling what will be his best pre heat pitch to the pro. After that, he will have to fill in the on-line registration form on the quiksilver.com/caddyshacked website and give personal information (email address, name, gender, age, location).

Entrants under 18 years of age must have the prior consent of their parent or legal guardian to enter the contest and provide personal information. The Contest is limited to one entry per person (same name, same email, same shipping address). If a person makes more entries, only the first entry form reached the Sponsor will be taken into account. The online entry form must be submitted between 00:01 a.m. (French Time) on July 1st, 2017 (“Contest Open Time”) and 11:59 p.m. (French Time) on September 14th, 2017 (“Contest Close Time”).

Entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain name associated with the submitted e-mail address.

4. Contest Dates: The Contest will begin at the Contest Open Time and end exactly at the Contest Close Time.

5. Prizes: The entrants with the most original and creative Stories shall be selected by Sponsor as the winner as defined in articles 5. One (1) winner will be chosen by Sponsor.

The winner will receive the prize which includes:

- One (1) trip for winner and one (1) guest to France from October 6th 2017 to October 12th 2017, and gifts including:

- (a) round trip airfare (class: coach) for winner and one (1) guest, transfers and full accommodations for six (6) nights **valued at approximately 7 150 €** (depends where the winner is) ;
- (b) two (2) VIP passes for Quiksilver Pro France **valued at approximately 600 €** ;
- (c) one (1) surf session with a Quiksilver WSL Team Rider ;
- (d) one (1) Quiksilver pack
 - one (1) Quiksilver Surfboard **valued at approximately 780 €**
 - one (1) Quiksilver Boardshorts **valued at approximately 90 €**
 - one (1) Quiksilver Wetsuit **valued at approximately 400 €**
- (e) Become the event caddy for your favorite Quiksilver surfer (caddy only remains on beach with Stephen Bell)

The prize has an approximate retail value of 9 000 €.

Prize Conditions:

- (a) Winner's guest must be 18 years of age or older. If winner is a minor, winner's guest must be winner's parent or legal guardian. Winner and winner's guest will be responsible for all travel documents and identification acceptable to airlines, security and governmental agencies.
- (b) Winner and their guest must depart from and return to the same departure point and travel together. Travel arrangements to and from the winner's home and the airport of departure do not form part of the prize and are the responsibility of the winner.
- (c) Flights are subject to the fare rules and General Conditions of Carriage of the relevant carrier. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos and availability at the time of booking. The Sponsor is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner. The winner is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges. The winner (and their guest) will not be entitled to accrue frequent flyer points on the travel or accommodations. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- (d) Prize is "AS IS" without any warranty of any kind, express or implied. No substitution, exchange or transfer of prize will be made or is permitted. Sponsor reserves the right to substitute a prize for an alternative prize of equal or greater value in Sponsor's sole and absolute discretion.
- (e) In the event that the winner is unable to travel during the stipulated period then they forfeit the entire prize with no further compensation or further liability of the Sponsor.
- (f) Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking. Prize travel will be booked by the Sponsor for the winner for fixed dates. Once flights and accommodation are booked, dates may not be amended.
- (g) Unless otherwise specified all other expenses are the responsibility of the winner (and their guest) including but not limited to spending money, transport to and from departure and arrival points, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, passports, activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at time of accommodation check-in to cover incidental charges.

6. Prize Selection: This Contest is a game of skill. Chance plays no part in determining the winner. Stories will be individually judged on their creativity and originality by Sponsor in its sole discretion and such decisions will be final and binding. The winner will be selected by Sponsor in Saint-Jean-de-Luz, France on September, 18th 2017.

7. Odds of Winning: No purchase of any kind is necessary in order to enter the Contest or win any prize, and chances of winning are not enhanced by making any purchases.

8. Winner Notification: The winner will be notified of awarding of prizes via e-mail or phone call September, 18th 2017. The winner will be required to respond to the e-mail or phone call notification to acknowledge receipt of Sponsor's notification, to accept the prize and to provide any additional required information. If no response is received by Sponsor from winner within five (5) calendar days following the prize notification email or phone call, the winner will definitively lose the prize without this giving rise to any right of indemnity. The prize will be put back into play the next day and another winner will be selected. The winner will be required to prove eligibility to receive and claim any prize. Winner and guest will be required to complete such eligibility requirements, releases and/or waivers required by Sponsor. The winner who is under 18 years of age will be required to have written parental consent to the entrant's entrance, awarding, acceptance and receipt of the prize, and to all of the conditions and terms set forth in these Official Rules. All decisions of the Sponsor about the winner are final, binding and non-appealable. No message will be sent to non-winning contestants. Sponsor is not responsible for any incorrect or illegible address information or the non-delivery of any prize resulting therefrom, or for any unsuccessful efforts to notify a winner.

It is the sole responsibility of the entrant to notify before the Contest Close Time Sponsor in writing if the entrant changes his/her contact information. To do so, write to: NA PALI SAS / QUIKSILVER EUROPE, Mr Mathieu Darrigrand, 162 rue Belharra, 64500 St Jean de Luz (France).

9. Intellectual Property:

i.) By submitting a Story for consideration in the Contest, entrant represents and warrants to Sponsor that the Story is not libelous, slanderous, obscene and does not plagiarize; and that Sponsor's use of the Story or any information contained therein as contemplated herein will not infringe upon any copyright, trademark, right of privacy or any other rights whatsoever of any third party. Each entrant shall hold Sponsor harmless and shall indemnify Sponsor for all costs and expenses (including reasonable attorney fee's) in the event of a breach of any of the foregoing warranties or representations. These warranties and representations do not extend to any material not furnished by entrant.

ii.) By participating in the Contest, each entrant grants Sponsor the right to post, upload, pin, publish and display the Story or any information therein on Sponsor's social media sites, blogs and other websites, products and promotional materials.

iii.) Without limiting other remedies, Sponsor may at its sole discretion remove any Story from publication and/or dissemination.

iv.) Stories may be modified in any way whatsoever by Sponsor or its agents and entrants hereby waive any and all attribution and integrity rights with regard to the Story whether arising under the law of any state of the United States, United States federal law, or the law of any other country.

10. Limits of Liability: Entrant acknowledges and agrees that the Sponsor has no responsibility whatsoever for injuries, losses, or damages of any kind that result from entrance into the Contest or receipt, acceptance, possession, or use of any prize. Sponsor assumes no liability for lost or misdirected entry forms regardless of the circumstances. Sponsor reserves the right to cancel the Contest at any time if the integrity of the Contest is, in Sponsor's sole and absolute discretion, compromised in any

way. By entering the Contest, entrants release and hold Sponsor harmless from and against any and all damages and claims of any kind in connection with the Contest or resulting from entrance in the Contest, or receipt, acceptance, possession or use of any prize. Sponsor reserves the right to substitute a prize for an alternative prize of equal or greater value in Sponsor's sole and absolute discretion.

All entries become the sole property of Sponsor, and Sponsor assumes no responsibility for any (i) lost, stolen, delayed, damaged or misdirected entries, misspelt hashtags or for any failure of www.quiksilver.com or any other website during the Contest period, or (ii) any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure or delay of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or (iii) any combination thereof including, but not limited to, any injury or damage to an entrant's or any other person's computer or other equipment related to or resulting from entrant's participation in the Contest. Sponsor reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug or other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Bayonne, France. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of France, without giving effect to any choice of law or conflict of law rules (whether of France or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than France.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. 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 shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

11. Winner Responsibilities: The winner is solely responsible for the reporting and payment of any tax liabilities incurred as a result of or relating to the awarding or use of any prize. Entry into the Contest shall be deemed to be entrant's consent and authorization to (i) the use of entrant's name, location (city and state only) and any other information submitted by entrant for commercial, advertising and promotional purposes without further compensation, unless prohibited by law, and (ii) the use of entrant's address to receive marketing and other emails from Quiksilver and its affiliates. In addition, by entering the Contest, entrants affirm that they have read, understood and accepted these Official Rules.

12. Winner Publicity: To obtain the winner's name, send a written request before September 30th, 2017, with a self-addressed stamped envelope to: NA PALI SAS / QUIKSILVER EUROPE, Mr Mathieu Darrigrand, 162 rue Belharra, 64500 St Jean de Luz (France).

13. Official Rules: These rules are on file at the office of SCP MORAU, Bailiff in Saint Jean de Luz (France). They can be sent free of charge on written request submitted to NA PALI SAS / QUIKSILVER EUROPE, Mr Mathieu Darrigrand, 162 rue Belharra, 64500 St Jean de Luz (France). The cost of postage for the contest rules will be reimbursed on simple request (2nd-class rate in force).

14. General: This Contest is subject to all applicable federal and state laws and regulations. By entering the Contest participants agree to be bound by these Official Rules and by the decision of the Sponsor,

which shall be final on all matters relating to this Contest. This Contest shall be void where prohibited by law.

15. Privacy: Sponsor may use any of the entrant's personal information submitted in connection with this Contest per the terms of the privacy policy located at www.quiksilver.com.

In accordance with French law no. 78-17 of 6th January 1978 relating to information technology, files and freedom, contestants have the right to access, modify or delete the data relating to them. To exercise these rights, contestants must send a letter to the following address: : NA PALI SAS / QUIKSILVER EUROPE, Mr Mathieu Darrigrand, 162 rue Belharra, 64500 St Jean de Luz (France).