

QUIKSILVER'S YOUNG GUNS SKI CONTEST

OFFICIAL RULES

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

1. Who Can Enter: Any individual aged between 13 and 17 with an Instagram account is eligible to participate in Quiksilver's Young Guns Contest (the "Contest"). Individuals must be at least 13 years of age by Round 1 Open Time and cannot be older than 17 years of age on April 11, 2017. Employees, officers, principals, directors or agents of Quiksilver, Inc., Newschoolers.com and their respective subsidiaries or affiliates (collectively, the "Sponsor"), and members of their households or immediate families, are not eligible to participate. Also not eligible are residents of any country subject to embargo by the United States, and any jurisdiction where this Contest is prohibited or restricted.

2. How to Enter:

Round 1: In order to enter the first round of the Contest, entrant must create and upload an Instagram clip up to one minute in length with original video that has not been previously published, released, posted or distributed in any form showing entrant skiing (the "Video") to entrant's Instagram account (requires agreement to Instagram's terms of use and privacy policy and for entrant's profile to be public in order for the photos to be accessible by Sponsor) with the hashtag "#YGski". Entrants must have the prior consent of their parent or legal guardian to enter the Contest and provide personal information. "Video Requirements": (a) the Video may not feature or show any other individual aside from the entrant and must be truthful, contain all original content (nothing copied from others), be self-produced, be unpublished, have not been used in another competition, be in compliance with all applicable laws, rules and regulations, not infringe 3rd party rights, and not infringe any copyright or trademark; and (b) entrant must own all Video content and any person who helped produce the Video must grant ownership rights to the entrant by a signed/dated written statement from any such person acknowledging the transfer of any ownership rights they may have in the Video to the entrant. The Video may be shared by Sponsor, in its discretion, on www.quiksilver.com as well as Sponsor's other web sites and social media pages. The Video must be uploaded between 12:00 a.m. GMT +12 on January 24, 2017 ("Round 1 Open Time") and 11:59 p.m. GMT +12 on February 21, 2017 ("Round 1 Close Time"). Entrants may enter the Contest more than once, but each Video must be unique, submitted separately and tagged with #YGski. Anyone found using multiple Instagram accounts to enter the Contest will not be eligible to win. Entries will be deemed to have been submitted by the authorized account holder of the Instagram account submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an Instagram account by Instagram. Videos will be judged based on creativity, technical aspects of the entrant's performance and flow (the "Criteria"). The entrants that submitted the 10 best Videos, as determined by the Sponsor in its sole discretion, will be First Round Winners. First Round Winners will be notified by direct message on Instagram on or about February 24, 2017 and must respond to the notification by email to acknowledge receipt of Sponsor's notification within 48 hours.

Round 2: In order to enter the second round of the Contest, the First Round Winners must following Sponsor's instructions to create and send an original video 45 seconds up to 2 minutes in length showing entrant skiing in .mov format, or such other format as requested by Sponsor (the "Video") to the e-mail address provided by Sponsor. The Video must comply with the Video Requirements. If the entrant chooses to include music in the Video, it must be music provided by the Sponsor on www.quiksilver.com for use in connection with this Contest. Any Video that incorporates music not provided by Sponsor on www.quiksilver.com will be disqualified. The Video must be sent to Sponsor between 12:00 a.m. GMT +12 on February 27, 2017 ("Round 2 Open Time") and 11:59 p.m. GMT +12 on March 28, 2017 ("Round 2 Close Time"). Entries will be deemed to have been submitted by the authorized account holder of the e-mail address account submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address. Sponsor will post the Videos on www.quiksilver.com from March 29 through April 6, 2017 for voting by the public as one element of winner selection in accordance with paragraph 5 below. Limit one (1) vote per person and per email address per day.

3. **Contest Dates**: The Contest will begin at the Round 1 Open Time and end exactly at the Round 2 Close Time.

4. **Prize**: The grand prize winner will receive \$10,000 USD. The 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 except that Sponsor reserves the right to substitute a prize for an alternative prize of equal or greater value in Sponsor's sole and absolute discretion.

5. **Winner Selection**: This Contest is a game of skill. Chance plays no part in determining the winner(s). Videos will be individually judged by a panel of judges, including the public, Quiksilver ski team riders (if available) and other representative(s) of Sponsor based on the Criteria. In the event of a tie, winner will be determined by Sponsor based on creativity. All decisions by Sponsor will be final and binding. Selection of the grand prize winner will take place at Sponsor's headquarters at 5600 Argosy Circle, #100 Huntington Beach, California, 92649 on or around April 11, 2017. The winner's name will be posted on www.quiksilver.com, Sponsor's blogs and social media sites.

6. **No Purchase Necessary**: 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.

7. **Winner Notification**: The winner will be notified via e-mail within 48 hours of selection (which is currently anticipated to occur on or around April 11, 2017). The winner will be required to respond to the e-mail notification to acknowledge receipt of Sponsor's notification and awarding of prize within three (3) calendar days. If no response is received by Sponsor from winner within three (3) calendar days following the prize notification email, the prize will be awarded to a replacement winner to be determined by the Sponsor in the Sponsor's sole and absolute discretion. The winner will be required to prove eligibility to receive and claim any prize. The winner 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. Winner will be required to sign and return an Affidavit of Eligibility,

Liability Release and, where legally permissible, a Publicity Release (together with any other documents that may be requested), which must be returned along with valid proof of age or the prize may be forfeited. The prize will be awarded to the winner after the winner responds to the initial email notification and satisfies all eligibility requirements. All decisions of the Contest Sponsor about the winner are final, binding and non-appealable. Contest 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 winner.

It is the sole responsibility of the entrant to notify Sponsor in writing if the entrant changes his/her contact information. (To do so, write to: Quiksilver's Young Guns Ski Contest, c/o Quiksilver, Inc., 5600 Argosy, Building 100, Huntington Beach, CA 92649).

8. Intellectual Property:

i.) By entering the Contest, you hereby grant the Sponsor, their affiliates, subsidiaries, assigns, licensees, and legal representatives the unrestricted, absolute, perpetual, royalty-free, worldwide right (but not the obligation) and license to use, copy, modify, edit, create derivative works from, display, transmit, perform, distribute, publish, exhibit and otherwise use the submitted Videos for any and all purposes, in any and all media or form of communication, whether now existing or hereafter developed, including the right to post, upload, pin, publish, display and otherwise exploit the Video or any information therein on Sponsor's social media sites, blogs and other websites, products and promotional materials. Entry in the Contest constitutes permission to the Sponsor, its affiliates and their agencies to use entrants' names, voice, likeness, city, state and/or image and Video for any and all purposes in any and all media, including, but not limited to, for advertising and trade, without further compensation, unless prohibited by law.

ii.) By submitting a Video for consideration in the Contest, entrant represents and warrants to Sponsor that the Video is not libelous, slanderous, obscene and does not plagiarize; and that Sponsor's use of the Video 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 fees') in the event of a breach of any of the foregoing warranties or representations.

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

iv.) Videos 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 Video whether arising under the law of any state of the United States, United States federal law, or the law of any other country.

9. Limits of Liability: Entrant acknowledges that entrant may be participating in dangerous activities in connection with the Contest, including the inherently dangerous skiing activities contemplated by the Contest. Entrant understands that the risk of injury from the activities involved in the Contest is significant, including the potential for permanent paralysis and death, and while particular equipment and personal discipline may reduce this risk, the risk of serious

injury does exist. Entrant acknowledges and agrees that Sponsor is not advocating or suggesting the performance of dangerous tricks, tricks above entrant's skill level or tricks that should only be performed by a professional. Entrant acknowledges and agrees that 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.

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.instagram.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 their 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 the State of California. 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 State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California.

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.

10. 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 for Sponsor to use entrant's address to send 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.

11. **Winner Publicity:** The Sponsor will publish the first name, last name and location (city/state/country) of the winner on the website located at www.quiksilver.com. To obtain the winner's name, send a self-addressed, stamped envelope to:

Quiksilver's Young Gun's Ski Contest c/o Quiksilver, Inc. 5600 Argosy, Building 100
Huntington Beach, California 92649, with a written request by June 1, 2017

12. **Official Rules:** For a copy of these Official Rules, send a self-addressed stamped envelope to:

Quiksilver's Young Gun's Ski Contest c/o Quiksilver, Inc. 5600 Argosy, Building 100
Huntington Beach, California 92649, with a written request by June 1, 2017

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

14. **Third Party Platforms:** The Contest is in no way sponsored, endorsed, administered by or associated with Instagram (or any other social media site). By participating, you release Instagram and their respective parent companies, subsidiaries, affiliates, partners, employees, directors, agents, advertising agencies, from and against any and all injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any information you submit on Instagram is to the Sponsor and its third party service providers and not to Instagram.

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.