

ROXY'S POP OF COLOR SWEEPSTAKES

OFFICIAL RULES

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

- 1. Who Can Enter:** Any legal U.S. resident 13 years of age or older is eligible to participate in Roxy's Pop of Color Sweepstakes (the "Sweepstakes"). Employees, officers, principals, directors or agents of QS Wholesale, Inc. and Quiksilver, Inc. or their subsidiaries or affiliates (collectively, the "Sponsor"), and members of their households or immediate families, are not eligible to participate.
- 2. How to Enter:** Each entrant must register and complete the online entry form at www.roxy.com. The online entry form must be submitted between 9:00 a.m. PST on August 17, 2016 ("Sweepstakes Open Time") and 11:59 p.m. PST on August 31, 2016 ("Sweepstakes Close Time").
- 3. Sweepstakes Dates:** The Sweepstakes will begin at the Sweepstakes Open Time and end exactly at the Sweepstakes Close Time. The prize drawing will be held based on number of eligible Sweepstakes entries properly submitted, completed and received between the Sweepstakes Open Time and the Sweepstakes Close Time.
- 4. Prizes:** Three (3) winners will be chosen at random. Each winner will receive: (a) two (2) Roxy POP Surf collection (as such collection is designated by Sponsor, in its discretion) items of their choice and, (2) a POP of Summer make-up package that will include: Mile High shadow kit, Staycation Lippie Stix kit, Foxy kit, My Jam gloss, Weho Gloss, Casino Gloss, Wisp highlighter, Butterfly Beach highlighter. The prize has an approximate retail value of \$250.00. All prizes are "AS IS" without any warranty of any kind, express or implied. No substitution, exchange or transfer of prizes will be made or is permitted.
- 5. Prize Drawings:** The winner will be selected in a random drawing conducted by the Sponsor based on eligible entries properly submitted between the Sweepstakes Open Time and the Sweepstakes Close Time. The prize drawing for the Sweepstakes will be held at Sponsor's headquarters in Huntington Beach, California on September 1, 2016. The winner's name will be posted on www.roxy.com and Sponsor's social media sites.
- 6. Odds of Winning:** Each entrant's odds of winning are dependent on the aggregate number of eligible entries properly submitted between the Sweepstakes Open Time and the Sweepstakes Close Time. No purchase of any kind is necessary in order to enter the Sweepstakes 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 on or about September 6, 2016. The winner will be required to respond to the e-mail notification to acknowledge receipt of Sponsor's notification and awarding of prizes. If no response is received by Sponsor from winners 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 Sponsors' sole and

absolute discretion. The winner will be required to prove eligibility to receive and claim any prize. Any 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 and other eligibility requirements / releases / waivers. The prize will be mailed to the winner's address by regular mail as set forth on the entry form and after the winner responds to the initial email notification and satisfies all eligibility requirements. All decisions of the Contest Sponsors 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 a 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: Roxy's POP of Summer Sweepstakes, c/o Quiksilver, Inc., 5600 Argosy Circle, #100, Huntington Beach, CA 92649).

8. 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 Sweepstakes 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 Sweepstakes at any time if the integrity of the Sweepstakes is, in Sponsor's sole and absolute discretion, compromised in any way. By entering the Sweepstakes, entrants release and hold Sponsor harmless from and against any and all damages and claims of any kind in connection with the Sweepstakes or resulting from entrance in the Sweepstakes, 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.roxy.com, or any other website during the Sweepstakes 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 Sweepstakes. Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes should a virus, bug or other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the Sweepstakes. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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.

9. 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 Sweepstakes shall be deemed to be entrant's consent and authorization to (i) the use of entrant's name, address (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 Sweepstakes, entrants affirm that they have read, understood and accepted these Official Rules.

10. Winner Publicity: The Sponsor will publish the first name, last name and location (city/state) of each winner on the website located at www.roxy.com and its social media platforms. To obtain the winners' names, send a self-addressed, stamped envelope to:

Roxy's POP of Summer Sweepstakes
c/o Quiksilver, Inc.
5600 Argosy Circle, #100
Huntington Beach, California 92649
with a written request by November 1, 2016.

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

Roxy's POP of Summer Sweepstakes
c/o Quiksilver, Inc.
5600 Argosy Circle, #100
Huntington Beach, California 92649
with a written request by November 1, 2016.

12. General: This Sweepstakes is subject to all applicable federal and state laws and regulations. By entering the Sweepstakes participants agree to be bound by these Official Rules and by the decision of the Contest Sponsors, which shall be final on all matters relating to this Sweepstakes. This Sweepstakes shall be void where prohibited by law.

13. **Privacy:** Sponsor may use any of the entrant's personal information submitted in connection with this Sweepstakes per the terms of the privacy policy located at www.roxy.com.