

TWELVE DAYS OF CHRISTMAS SWEEPSTAKES PROMOTION– OFFICIAL RULES

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

1. **Who Can Enter:** Any legal U.S. resident 18 years of age or older is eligible to participate in Roxy's Twelve Days of Christmas Sweepstakes (the "Sweepstakes"). Employees, officers, principals, directors or agents of QS Wholesale, LLC and Quiksilver, Inc. and 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 complete the online entry form at <http://www.roxy.com/holiday-gift-guide/>, with his/her full name and email address. The online entry form must be submitted between 12:01am PT ("Sweepstakes Open Time") and 11:59pm PT ("Sweepstakes Close Time") for each 24 hour period beginning at 12:01am December 1, 2016 and ending at 11:59pm December 12, 2016 ("Sweepstakes Period"). Any entry forms that are illegible, incomplete or late will be disqualified. Entrants may enter once per day during the Sweepstakes Period. Non-winning entries will not carry over to the next day's Sweepstakes. 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.

3. **Sweepstakes Dates:** The Sweepstakes will begin at the applicable Sweepstakes Open Time and end at the applicable Sweepstakes Close Time for each day during the Sweepstakes Period. Each prize drawing will be held based on number of eligible Sweepstakes entries properly submitted, completed and received between the applicable Sweepstakes Open Time and the applicable Sweepstakes Close Time.

4. **Prizes:** Five (5) winners will be chosen at random each day during the Sweepstakes Period. The winners will receive one of the following prizes depending on the date of the drawing:

December 1: Roxy Hoodie (ARV \$60); December 2: Roxy Beanie (ARV \$25); December 3: Roxy Fitness Apparel (ARV \$60); December 4: Roxy Voucher (ARV \$50); December 5: Roxy Dress (ARV \$60); December 6: Roxy Backpack (ARV \$60); December 7: Roxy T-shirt (ARV \$30); December 8: Roxy Voucher (ARV \$50); December 9: Roxy Sandals (ARV \$40); December 10: Roxy Sweater (ARV \$65); December 11: Roxy Shorts (ARV \$55); December 12: Roxy Voucher (ARV \$50).

The aggregate approximate retail value of all prizes is (\$3,025). All prizes will be awarded in the form of a promotion code for use on www.roxy.com in an amount equal to the applicable ARV of the prize won. The redeemable promotion codes and vouchers have no cash value, and can only be used for merchandise online at www.roxy.com. Each promotion code can only be used once. If the promotion code is used for an item with a lower price, the difference may not be used to order another item. 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.

The winners must redeem their promotion codes by March 12, 2017 or prize will be forfeited.

5. Prize Drawings: The winners will be selected in random drawings conducted by the Sponsor based on eligible entries properly submitted between each Sweepstakes Open Time and each Sweepstakes Close Time. The prize drawings will be held at or about 10:00am PT on each day of the Sweepstakes Period.

6. Odds of Winning: Each entrant's odds of winning are dependent on the aggregate number of eligible entries properly submitted between the applicable Sweepstakes Open Time and the applicable 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 winners will be notified via email within 24 hours of awarding of prizes. In order to claim a prize, the winner must click on the link in the email and follow the instructions to order the applicable prize (e.g., hoodie, beanie) using the promotion code received in the email notification at checkout. All decisions of the Sponsor about the winners are final, binding and non-appealable. 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 Twelve Days of Christmas 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, or for any failure of Sponsor's 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 its 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: To obtain the winners' names, send a self-addressed, stamped envelope to: Roxy's Twelve Days of Christmas Sweepstakes, c/o Quiksilver, Inc., 5600 Argosy Circle, #100, Huntington Beach, CA 92649 with a written request by February 12, 2017.

11. Official Rules: For a copy of these Official Rules, send a self-addressed stamped envelope to: Roxy's Twelve Days of Christmas Sweepstakes, c/o Quiksilver, Inc., 5600 Argosy Circle, #100, Huntington Beach, CA 92649 with a written request by February 12, 2017.

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 Sponsor, 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 <http://www.roxy.com/customer-service-safety-security-and-privacy-privacy-policy.html>.