



## Win an Island Getaway Sweepstakes

### *Official Rules*

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING.

1. **Sweepstakes Timing:** Win an Island Getaway Sweepstakes (“Sweepstakes”) begins at 8:00 A.M. Pacific Time (“PT”) on December 4, 2019 and ends at 8:00 A.M. Pacific Time (“PT”) on September 30, 2020 (the “Sweepstakes Period”). The time shall be determined by Sponsor’s timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.
2. **Eligibility:** Participation in this Sweepstakes constitutes entrant’s full and unconditional acceptance of these Official Rules. The Sweepstakes is open to legal residents of the 49 United States (including the District of Columbia and excluding Rhode Island) and Puerto Rico, who are 16 years of age or older as of the date of entry. Void where prohibited by law. Employees of Boardriders Wholesale, LLC (“Sponsor”) and its parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Sweepstakes (collectively, the “Sweepstakes Entities”), and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or those living in the same household) of Sponsor or any Sweepstakes Entities are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws. By entering and/or participating, each entrant agrees to be bound by these Official Rules and Sponsor’s Privacy Policy as set forth in these Official Rules. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible.
3. **How to Enter:** An entrant must:
  1. Go to [www.roxy.com/winatrip](http://www.roxy.com/winatrip)
  2. Fill in your email address in the pop-up window and submit your entry.Registration for the grand prize limited to one (1) entry per person.
4. **Winner(s) Selection/Odds of Winning:** The winner(s) of this Sweepstakes will be selected in a random drawing conducted by the Sponsor or its designee, on or about October 12, 2020 based on eligible entries submitted during the Sweepstakes Period. Odds of winning a prize is dependent upon the number of eligible entries received during the Sweepstakes Period.
5. **Winner Notification:** Potential winner(s) will be notified by email and/or phone call from Sponsor on or about October 14, 2020. Potential winner(s) must respond to the notification message and provide all requested information within forty-eight (48) hours of the first contact or attempted contact from Sponsor or the potential prize may be forfeited. To claim any prize, Sponsor may require winner(s) to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents, which may require a social security number and may need to be notarized, before claiming and prize. All required documents must be completed and returned to Sponsor within five (5) days of the date and time listed on the documents. At Sponsor’s discretion, winner(s) may be required to produce picture or some other form of proper identification to claim any prize. Sponsor reserves the right to substitute any prize with a prize of equal or greater value. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified, fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, Sponsor may select an alternate winner via random drawing from among the remaining eligible entries or such alternate method as solely

determined by Sponsor. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

## **6. Prize(s) and Approximate Retail Values (“ARVs”):**

Grand Prize: One (1) Grand Prize shall consist of: a six (6) day, five (5) night trip for a Grand Prize winner (“Grand Prize Winner”) and a guest (“Guest”) to Fiji (“Trip”). Trip will include two (2) round trip coach tickets to Fiji (approximate retail value (“ARV”) \$2,000.00 per person); five (5) nights’ accommodations for Grand Prize Winner and his/her Guest (ARV \$4,740.00); two (2) vouchers valued at \$300 each, containing promotion codes eligible to be redeemed for select merchandise at [www.roxy.com](http://www.roxy.com) (“Outfit Promotion Codes”). Each voucher can be used once only. If a voucher is used for an article with a lower price, the difference cannot be used for another purchase. Total ARV of the Grand Prize to be awarded in this Sweepstakes is eight thousand seven hundred twenty-five dollars (\$9,340).

If Grand Prize Winner elects to partake in any or all portions of his/her Grand Prize with no Guest, the Grand Prize will be awarded to Grand Prize Winner and any remainder of the Grand Prize for Guest will be forfeited and shall not be subject to further or alternative compensation. All elements of the Grand Prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Grand Prize Winner and Guest will each be required to execute and return an Affidavit and Release of Liability form.

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 except in Sponsor’s sole discretion.

### *Travel Prize Conditions:*

- (a) Travel is dependent on availability. All travel must be completed by November 30, 2021 or the Grand Prize will be forfeited. Travel restrictions and blackout dates may apply including school holidays and public holiday periods.
- (b) The Grand Prize Winner and Guest must use their Outfit Promotion Codes before January 1, 2022. If a winner does not, the prize will be definitely canceled. Each voucher can be used once only. If a voucher is used for an article with a lower price, the difference cannot be used for another purchase.
- (c) Grand Prize Winner’s guest must be 18 years of age or older unless the Grand Prize Winner is such minor Guest’s parent/legal guardian in which case the Grand Prize Winner will be required to execute an Affidavit and Release of Liability form on behalf of that minor Guest. Grand Prize Winner and their guest will be responsible for all travel documents and identification acceptable to airlines, security and governmental agencies.
- (d) Grand Prize Winner and their guest must depart from and return to the same departure point and travel together. Travel arrangements to and from the Grand Prize Winner’s home and the airport of departure do not form part of the prize and are the responsibility of the Grand Prize Winner.
- (e) 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 Grand Prize Winner. The Grand Prize Winner is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges. The Grand Prize Winner (and their companion) will not be entitled to accrue frequent flyer points on the travel or accommodation. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

- (f) The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Sweepstakes begins. The Grand Prize Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules.
  - (g) In the event that the Grand Prize 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.
  - (h) Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking. Once flights and accommodation are booked, dates may not be amended.
  - (i) In the event Grand Prize Winner's residence is close enough to the destination such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the applicable prize will not include air transportation from Grand Prize Winner's residence and no other substitution or compensation will be provided in lieu thereof.
  - (j) Unless otherwise specified all other expenses are the responsibility of the Grand Prize Winner (and their guest) including but not limited to meals, 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 Grand Prize Winner at time of accommodation check-in to cover incidental charges.
- 7. Publicity & Marketing:** Submission of an entry in the Sweepstakes constitutes permission, but not the obligation, to the Sponsor to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, email address, etc. during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Sweepstakes and for other purposes permitted by Sponsor's Privacy Policy located at <https://www.boardriders.com/privacy-policy/>. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails). You understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.
- 8. General Terms:** Decisions of Sponsor on all matters related to the Sweepstakes are final and binding. All federal, state and local taxes, related to the prizes, are the sole responsibility of the winners. Sweepstakes Entities do not warrant that access to the Sweepstakes will be uninterrupted. The Sweepstakes Entities are not responsible for, including but not limited to, technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the Entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Sweepstakes. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO ANY FRAUDULENT CLAIMS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to cancel or modify this Sweepstakes and to disqualify any entrant for any reason, in its sole discretion, including (but not limited to) if, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If such cancelation occurs, Sponsor reserves the right to select the winner from among all eligible entries. 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. Releases:** By entering this Sweepstakes, you agree to release, discharge and hold harmless Sponsor, each other Sweepstakes Entity, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Sweepstakes or any Sweepstakes-related activities (including, without limitation, events, travel, etc.) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any non-compliance by you with these Official Rules; acceptance, possession, misuse or use of any prize; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.
- 10. Disputes:** 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 the State of California.
- 11. Winner List:** To obtain the winners' names send a self-addressed, stamped envelope to: Boardriders Wholesale, LLC, 5600 Argosy Circle, #100, Huntington Beach, CA 92649 Attn: Win an Island Getaway Sweepstakes with a written request by October 31, 2020.
- 12. Third Party Platforms:** The Sweepstakes is in no way sponsored, endorsed, administered by or associated with Pinterest, Twitter, Facebook or Instagram (collectively, the "Social Network"). By participating, you release the Social Network and its 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 Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any questions regarding this Sweepstakes should be directed to Sponsor.