



BOARDRIDERS
QUIKSILVER · BILLABONG · ROXY · DC SHOES
RVCA · ELEMENT · VON ZIPPER · XCEL

CONTEST RULES “CHRISTMAS 2019”

Article 1

NA PALI, a simplified joint stock company with a capital of 69.728.100 €, registered with the Bayonne trade register (RCS) under number 331 377 036, with its head office at 162 rue Belharra, in Saint Jean de Luz, France (hereafter referred to as the “Organizing Company”), acting in its name and in the name of its subsidiary EMERALD COAST, is holding a **free contest from December 5th 2019 at 8:00 am, French Time, to December 24th 2019 at 11:59 pm**, French time, on the www.quiksilver.fr and www.dcschoes.fr websites - or corresponding websites in contestant’s domicile (the “Sites”) (the “Contest”).

Article 2

The Contest is open to any physical persons 16 years of age or older, residing in the United Kingdom, France, Austria, Belgium, Germany, Spain, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Finland, Denmark, Sweden and Switzerland (the “Countries”), except employees (and their family members) of the Organizing Company, its parents companies and subsidiaries, of Quiksilver and DC Shoes shops and of any company that has been involved in the concept of this Contest (the “Companies”).

The Organizing Company draws attention to the fact that contestants under the age of majority in the jurisdiction in which the contestant resides must have the prior consent of their parent or legal guardian to enter the Contest and provide personal information.

Article 3

Participation in the Contest constitutes contestant’s full and unconditional acceptance of these Official Rules, which are available free of charge on the Sites for the duration of the Contest.

To take part of the Contest, the contestant shall (i) log onto any of the Sites between December 5th 2019 at 8:00 am, French time, to December 24th, 2019 at 11:59 pm, French time; and (ii) fill the information required of the entry forms (the “Entry”).

Each contestant (same name, same address) may enter the Contest only once. If a contestant submits multiple entries, only the first Entry submitted to the Organizing Company will be taken into account.

Any inaccurate or incomplete Entry cannot be taken into account and the participation shall be deemed null and void.

In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the Site account submitted at the time of Entry. "Authorized Account Holder" is defined as the natural person who is assigned to a Site account by the Sites.

Any attempt to pirate the inscription system or repeated registration with wrong email address will lead to disqualification of the contestants. Further to a control carried out after the registration of the participant, the Organizing Company reserves the right to disqualify a participant in the event of any of the cases described above.

Entry will not be taken into consideration if the contact information provided is incorrect or incomplete, if they do not comply with the terms of these Official Rules, or if they are sent after the end of the Contest. Organizing Company is not responsible for lost, late or misdirected Entries or Entries not received, regardless of cause. By entering and/or participating, contestants agree to be bound by these Official Rules and Organizing Company's privacy policy as set forth in these Official Rules.

Article 4

No purchase of any kind is necessary in order to enter the Contest or win the Prizes (as defined in article 5), and chances of winning are not enhanced by making any purchases.

Two (2) winners (1 for Quiksilver / 1 for DC Shoes) will be picked by drawn made by SCP MORAU, LAGUERRE-CAMY, bailiffs in Saint Jean de Luz (France) on January 6th, 2020 among the properly registered contestants.

The potential winners will be directly informed on their email address from where they have been entered by the Organizing Company or its designee's, within 48h following the drawn.

No message will be sent to non-winning contestants.

It is well known that no claim could be accepted if a winner has entered a wrong email address, or if they were not able to read their emails for any reason.

The potential winners must respond to the Organizing Company's or its designee's notification email and provide all requested information by 20th January 2020. If a potential winner cannot be contacted, is disqualified or fails to respond within the prescribed period, such potential winner will forfeit the Prize without this giving rise to any right of indemnity and an alternate winner will be selected by the Global Marketing Team Quiksilver from among the remaining eligible entries on 21st January 2020, in its sole discretion.

The winners shall authorize all checks regarding their identity and domicile.

If a winner is under the age of majority, such winner will be required to have written parental consent to the contestant's awarding, acceptance and receipt of the Prize, and to all of the conditions and terms set forth in these Official Rules.

The Companies are 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 the winners.

All decisions of the Organising Company about the winners are final, binding and non-appealable.

It is expressly agreed that the data in the information systems owned by the Organizing Company or its technical service providers have evidentiary weight in terms of login data and in determining the winners.

The winners' name may be posted on the Organising Company's social media (including but not limited to FacebookTM, Instagram TM and/or Twitter TM).

Article 5 - Prizes

Quiksilver

One (1) winner picked at the draw among the properly entered contestants will win:

- one (1) week stay (7 nights and 6 days) at ISOLA 2000 for two (2) people including:
 - o The transport within a limit of an amount of 800 euros TTC. Our partner ISOLA 2000 will choose the means of transport;
 - o The accommodation in a Studio at “Cafpfun Les Adret (Groupe Franceloc) Residence”;
 - o 6-days ski pass for 2 persons;
 - o 6-days ski equipment rental at shop SKISET Morrisset Sport for Two (2).

The date of the stay will be chosen according to availability of the winner and the accommodation but excluding school holidays 2019/2020;

and

- two (2) skiing outfits (Jackets + Pants) valued at 450 euros TTC maximum per outfits, as two (2) promotions codes, to be used respectively on the participating Sites. 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.

The winner has to use their promotions codes before February 10th 2020. If the winner does not, the prize will be definitely canceled.

DC Shoes:

One (1) winner picked at the draw among the properly entered contestants will win:

- one (1) week-end stay at Tignes (2 nights and 2 days) at for two (2) people including:
 - o The transport within a limit of an amount of 800 euros TTC. The Organizing Company will choose the means of transport;
 - o The accommodation in a double room at the “DC Lodge” (apartment composed of several rooms that could be occupied by other winners of games / clients / partners during the same period);
 - o 2-days half-board for 2 persons;
 - o 2-days ski pass for 2 persons;

The date of the stay will be chosen according to availability of the winner and the accommodation but excluding school holidays 2019/2020;

and

- two (2) skiing outfits (Jackets + Pants) valued at 450 euros TTC maximum per outfits, as two (2) promotions codes, to be used respectively on the participating Sites. 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.

The winner has to use their promotions codes before February 10th 2020. If the winner does not, the prize will be definitely canceled.

Article 6

The Prizes will be accepted as it is described on this Official Rules. It cannot be exchanged or returned, nor can they be substituted with financial compensation or the financial equivalent of the Prizes. In any event, the terms and conditions for the Prizes remittance, the acceptance and the use of the Prizes will be as per the terms defined or stipulated by the Organizing Company and which any winner undertakes to accept, failing which the Organizing Company reserves the right to designate another winner.

No change of the Prizes for any reason whatsoever may be requested of the Organizing Company.

It is stipulated that the Organizing Company will not provide any guarantee or support services, as the Prizes consist solely in the Prizes remittance specified for the Contest.

Winners' guests must be at least the age of majority. If a winner is a minor, winner's guest must be winner's parent or legal guardian. Winners and their guest will be responsible for all travel documents and identification acceptable to airlines, security and governmental agencies.

Any extension to the duration of the Prizes is at the winners' sole expense and subject to availability at the time of booking. Prizes travel will be booked by the Organising Company for the winners for fixed dates. Once travels and accommodation are booked, dates may not be amended.

Unless otherwise specified all other expenses are the responsibility of the winners (and their guest). A credit card imprint or cash deposit may be required from the winner at time of accommodation check-in to cover incidental charges.

The Organizing Company reserves the right to replace the Prize(s) with prizes of equivalent value, without the winners having the right to lodge any complaint whatsoever in this regard.

Article 7

The Organizing Company may not under any circumstances be held liable for any delay in awarding the Prizes or in the event that a winner cannot be awarded the Prizes for reasons beyond the control of the Organizing Company.

In case that any Prize cannot be sent by post, the terms for accepting it will be specified to the winners in the Prizes confirmation email or by any other means at the convenience of the Organizing Company.

By entering the Contest, contestants release and hold the Companies 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.

Article 8

Entering the contest implies the contestant's knowledge and acceptance of the Internet's characteristics and limitations, particularly with regard to technical performance, response times when checking, querying or transferring data, the risks of interruption, connection-related risks, the lack of protection against possible diversion of certain data and risks of contamination by any viruses in circulation on the Internet. The Organizing Company may not be held liable, in particular, for malfunctions that may affect the Internet or for any problem with the configuration or relating to a specific browser.

The Organizing Company does not guarantee that the Internet site and/or Contest shall operate without any interruption, that they do not contain any computing errors, or that any detected errors will be corrected.

The Organizing Company may not be held liable in the event of a technical malfunction in the Contest, if contestants are not able to log on to the Sites or to enter the Contest, if it does not receive the data relating to a contestant's Entry for any reason for which it may not be held liable (for example, an Internet connection problem due to any reason at the user's premises), or if an Entry is illegible or impossible to process (for instance, if the contestant has hardware or a software environment that does not comply with his/her subscription) or in the event of email routing problems. Contestants will not be entitled to any compensation in this regard.

Moreover, the Organizing Company may not be held liable for any damage, material or immaterial, caused to contestants, their computer equipment and the data stored therein, or for any direct or indirect consequences that may ensue, particularly consequences on their personal, professional or commercial activity.

Article 9

Entering this contest implies full and unreserved acceptance of the terms set out in these Official Rules.

Any breach of a term of these Official Rules will disqualify the contestant who has committed the breach. Any dispute on the interpretation of the Official Rules will be settled by the Organizing Company.

Any complaint must be sent before **January 3rd, 2020**, by registered letter with acknowledgment of receipt to NA PALI SAS, Quiksilver Marketing, 162 rue Belharra, 64500, Saint Jean de Luz, France. These claims may only concern material conditions of the Contest's implementation.

Article 10

The Organizing Company reserves the right to revise these Official Rules at any time and will inform the contestants of any significant changes at least thirty (30) days prior to the application of this material change. The Organizing Company also reserves the right to take any decisions it deems useful for the application and interpretation of the Official Rules. The Organizing Company may inform contestants of a revision by any means of its choosing. The Organizing Company also reserves the right to modify, extend, cut short, suspend or cancel the Contest and to disqualify any contestants, in its sole discretion and without warning, for any reason, including (but not limited to) due to an event beyond its control, and in particular in the event of force majeure or an act of God or if the Contest is not capable of running as planned.

The Organizing Company reserves the right, in particular, if there is due cause, to declare invalid and/or cancel all or part of the Contest if it appears that fraud or malfunctions have occurred in any form whatsoever, particularly in computing aspects within the framework of Entry to the Contest or determination of the winners. In this case, it reserves the right not to award the Prizes to the fraudulent contestants and/or to commence legal proceedings against the persons having committed the fraud. An act of fraud immediately disqualifies the person having committed it.

The Organizing Company will not be liable in regard to the forgoing, and therefore the contestants will not be entitled to any indemnity or compensation of any nature.

Article 11

The Organizing Company, as identified in Article 1 above, is in charge of processing the personal data of the contestants.

It is reminded that to enter the Contest, the contestants must necessarily provide certain personal information relating to them (name, address, etc.), otherwise participation in the Contest will not be finalized. This information is recorded and saved in an electronic file and is essential to the eligibility of their Entry, the determination of the winners and the attribution and routing of the Prizes. This information is provided to the Organizing Company and its subsidiaries and may be submitted to its technical service providers and the service provider handling the shipping of the Prizes.

The legal basis for processing the personal data of the contestants is the contract between the contestant and the Organizing Company, embodied in the Official Rules.

The personal data of the contestants will be kept for the duration of the Contest, and for a maximum of three (3) years from the last contact initiated by the contestant.

The Organizing Company may use any of the contestant's personal information submitted in connection with this Contest per the terms of the privacy policy located at <https://www.quiksilver.fr/customer-service-privacy-policy.html>.

The Organizing Company may send e-mails to the contestants regarding information, offers and events related to its Quiksilver, Roxy and DC Shoes brands and its loyalty program. The contestants' consent will be requested to receive such information, offers and events from the Organizing Company's business partners. The contestants can object for free to the reception of such e-mails by clicking on the unsubscribe link included in each e-mail. With regard to the e-mails sent by the Organizing Company, the contestants may also object at any time and free of charge by notifying the Organizing Company at the address indicated below.

In accordance with European Regulation 2016/679 of 27 April 2016 and French law no. 78-17 of 6th January 1978 relating to information technology, files and freedom modified, in particular by French law n ° 2018-493 of June 20, 2018 relating to the protection of the personal data, contestants have the right to access, modify or delete the data relating to them. Subject to the conditions of the applicable regulations, the contestants also have a right to the portability of their data, the right to request a limitation of treatment or to object the processing of their data. The contestants also have the option of providing instructions regarding the treatment of their data after their death.

To exercise these rights, contestants must send a valid proof of identity and a letter to the following address:

NA PALI SAS
Quiksilver Marketing
162 rue Belharra,
64500 Saint Jean de Luz
France

The Organizing Company will, if necessary, inform the contestant of the reasons for which its application cannot be satisfied, in whole or in part.

In the event of a question or complaint relating to the processing of their personal data, contestants may send their request to the contact details indicated above. The Organizing Company will try to find a satisfactory solution, otherwise the contestants have the right to submit their claim to the competent supervisory authority (the CNIL, France).

Article 12

The images used on the Sites, the trademarks and trade names mentioned, the graphic elements, and databases composing the Sites, are the exclusive property of their respective owners and may not be extracted, reproduced or used without the written authorization of the latter.

Article 13

These Official Rules are on file at the office of SCP MORAU LAGUERRE CAMY, bailiff in Saint Jean de Luz (France). They can be sent free of charge on written request submitted to NA PALI SAS, Quiksilver Marketing, 162 rue Belharra, 64500, Saint Jean de Luz, France. The cost of postage for the Official Rules will be reimbursed on simple request (2nd-class rate in force).

Article 14

THE ENFORCEMENT AND INTERPRETATION OF THESE OFFICIAL RULES ARE SUBJECT TO FRENCH LAW.