

CONTEST RULES
« WINTER TOUR »

ARTICLE 1 : ORGANISING COMPANY

NA PALI, a simplified joint stock company with a capital of 13.545.100 €, registered with the Bayonne trade register (RCS) under number 331 377 036, and with its head office at 162 rue Belharra, in Saint Jean de Luz, France (hereafter referred to as the “Organising Company”), is holding a free contest with no purchase necessary from February 3th 2016 at 12h am, French time, to February 11th 2016 11h59pm, French time, on the Web site www.quiksilver.com and www.brdclub.com.

ARTICLE 2 : CONDITIONS FOR PARTICIPATION

This game is open to:

- any physical persons who is at least 18 years old, (and)
- residing in France, Spain, United Kingdom, Germany, Austria, Switzerland, Denmark, Finland and Italy, (and)
- who has a very good ride level, which means he/she uses to ride on the red slopes, black slopes ;

except employees (and their family members) of NA PALI, its subsidiaries, Quiksilver shops and any company that has been involved in the concept of this contest.

The Organizing Company draws attention to the fact that all participants shall be deemed to enter under the control and with the consent of their parents or legal custodian(s) or guardian(s).

ARTICLE 3 : CONDITIONS FOR ACCESS :

To take part of the game, a contestant shall log onto www.quiksilver.com or www.brdclub.com websites in order to complete the entry forms with the information required before February 11th 2016 11h59pm, French time.

The winners will be selected in two draws as detailed in the article 4.

Every contestant (same name, same address) may submit only one entry to the Contest. If a contestant submits multiple entries, only the first entry received by the Organizing Company will be taken into account.

Any erroneous or incomplete entry form cannot be taken into account and will be considered null and void. In particular, entry forms will not be taken into consideration if the contact information provided is incorrect or incomplete or not conform to the provisions of the actual contest rule.

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 Organising Company reserves the right to disqualify a participant in the event of any of the cases described above.

ARTICLE 4 : PROCEDURE AND SELECTION :

The draw will take place on NA PALI's premises in the presence of Maître DAGUERRE, bailiff in Saint Jean de Luz (France), at the latest on February 12th 2016, among the properly registered contestants. The Bailiff will pick one (1) winner.

At the same time, a second draw will take place among the properly registered contestants and who are GOLD customers of the fidelity program of the Organizing Company. That time, the Bailiff will pick one additional winner. Thus, it means that GOLD customers of the fidelity program of the Organizing Company got more chance to win.

The winners will be informed by email on February 13th 2016 at the latest, at the email address used to participate. No message will be sent to non-winning contestants.

Every winner shall answer at the latest on February 14th 2016, 4pm, French Time included. If the winner does not answer within the delay granted, the prize will be transferred to a "substitute winner" previously selected by the Baillif, who will have 48hours to answer.

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

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

ARTICLE 5 : PRIZE

Every winner will win:

- a trip for 2 persons from winner's home to Chamonix. However, winner's guest has to match with article 2's conditions and to comply with Article 7 requirements.
- 2 nights (February 26th and 27th 2016) for two persons in Hotel Alpina – Chamonix Mont-Blanc (commercial value 500€)
- A ski/snowboard ride with a Quiksilver Athetle on Saturday, February 27th. Included, a day-pass for the Saturday and Sunday, depending on the return ticket picked by the Organizing Company (commercial value 60€). The lunch in a restaurant is included. The rent of the equipment if needed shall be at the expense of the winners.
- All meals from Friday 26th evening to Sunday 28th lunchtime are included.
- A 500€ gift card for the winner picked.

However, this trip package does not include the visa and processing fees, air transport taxes, travel insurance and expenses of a personal nature. It is expressly stipulated that any problem relating to insurance, particularly civil liability, repatriation and/or travel assistance insurance, will be at the sole expense of the winner and remain at his/her sole discretion.

ARTICLE 6 : PRIZE REMITTANCE:

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

No change (in date(s), prize(s), etc.) 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 prize consist solely in the prize remittance specified for the Contest.

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

ARTICLE 7 : ORGANIZING COMPANY LIABILITY :

7.1 - The Organizing Company declines any liability for any dispute concerning the jury member's choice of the winner.

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

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

It is expressly acknowledged by the winners that the Organizing Company declines any liability for any injuries or damages of any kind that may arise from the enjoyment of the prize awarded and/or result from its use.

7.2 – Winners and their guests will be required to complete, sign and return a release of liability certificate (in favour of the Organizing Company and any company of the Quiksilver Group) prior to participate to the ski/snowboard ride with an Quiksilver Athlete.

The participants declare to be aware that there are hazards that may exist in connection with the participation of this contest game and notably of riding activities and assume the risk for any injuries that the participants may sustain in connection with their participating in this event.

The participants fully release and forever discharge the Organiser Company as well as any of its Affiliates from all claims, damages, actions, suits or judgements that may arise from any of injury of any kind that the participants may sustain while participating in this event.

ARTICLE 8 : ASSIGNMENT OF RIGHTS – INTELLECTUAL PROPERTY

Each winners grants to NA PALI SAS and its Affiliates (as defined below) as well as their assigns and licensees, throughout the world, for a period of 10 years and without restriction as to the frequency of use, the right to use, any picture or audio/video recording of the Participant made relating to the "Winter Tour" event for the promotion of this event on any medium notably but not exhaustively magazines, Internet (Quiksilver internet websites and social network).

For the avoidance of doubt, "Affiliates" means any person that controls, is controlled by or is under common control with Quiksilver Inc. as well as any related company (notably Na Pali, UG Manufacturing/Quiksilver Australia and QS Wholesale Inc and any company in which one of these companies has or were to have control).

ARTICLE 9 : WEB CONNECTION :

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 Contest website or to enter the Contest, if it does not receive the data relating to a contestant's entry form 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 form 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 10 : CLAIM :

Entering this contest implies full and unreserved acceptance of the terms set out in these rules. Any breach of a term of these rules will disqualify the contestant who has committed the breach. Any dispute on the interpretation of the rules will be settled by the organizers.

Any complaint must be sent before **February 12**, 2016 4pm, French time, by registered letter with acknowledgment of receipt to Ms Latimier Laurie, NA PALI SAS, 162 rue Belharra, 64500, Saint Jean de Luz, France. These claims may only concern material conditions of the Contest's implementation.

ARTICLE 11 : RULE MODIFICATION AND FRAUD :

The Organizing Company reserves the right to revise these rules at any time and to take any decisions it deems useful for the application and interpretation of the rules. The Organising 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, without warning, due to an event beyond its control, and in particular in the event of force majeure or unforeseeable circumstances.

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 winner. In this case, it reserves the right not to award the prize 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 12 : PERSONNAL DATA :

It is reminded that to enter the Contest, the contestants must necessarily provide certain personal information relating to them (name, address, etc.). This information is recorded and saved in an electronic file and is essential to the eligibility of their entry, the determination of the winner, the attribution and routing of the prizes. This information is provided to the Organising Company and may be submitted to its technical service providers and a service provider handling the shipping of the prizes.

In entering the Contest, the contestant may also register to receive an email newsletter from the Organising Company's partners. The data thus collected may be used within the legal framework.

In accordance with French law no. 78-17 of 6th January 1978 relating to information technology, files and freedom, contestants have the right to access, modify or delete the data relating to them. To exercise these rights, contestants must send a letter to the following address:

NA PALI SAS,
For Ms Latimier Laurie
162 rue Belharra,
64500 Saint Jean de Luz
France

ARTICLE 13 : BAILIFF :

These rules are on file at the office of Mr. DAGUERRE, bailiff in Saint Jean de Luz (France). They can be sent free of charge on written request submitted to Ms Latimier Laurie, NA PALI SAS, 162 rue Belharra, 64500 St Jean de Luz (France). The cost of postage for the contest rules will be reimbursed on simple request (2nd-class rate in force).

ARTICLE 14 : APPLICABLE LAW :

These contests rules are subject of the French law.

ARTICLE 15: PRIVACY :

Organizing Company 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 and www.brdclub.com.