

## **“QUIKSILVER YOUNG GUNS SURF 2016 CONTEST RULES**

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.

### **Article 1**

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 contest from **May 3<sup>rd</sup> 2016 to August 15<sup>th</sup> 2016** on the web site [www.quiksilver.com](http://www.quiksilver.com) (“Website”).

### **Article 2**

This contest is open to all physical male persons, aged between:

- 13 years old minimum at May 3<sup>rd</sup> 2016;
- and
- 17 years old (included) maximum on December 31<sup>st</sup> 2016;

Employees, officers, principals, directors or agents of Quiksilver, Inc. or their subsidiaries or affiliates (collectively, the “Sponsor”), and members of their households or immediate families, are not eligible to participate.

The Organising 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. Participation Procedure**

To take part in the contest, each participant must:

#### **ROUND 1 – INSTAGRAM™:**

Upload a video on Instagram™ (requires agreement to Instagram™’s terms of use and privacy policy and for entrant’s profile to be public in order for the video to be accessible by the Organizing Company) that is no longer than a 15 seconds in length, between **May 3<sup>rd</sup> 2016 to May 31<sup>st</sup> 2016**(until midnight, GMT +12 IDL), that highlights their surf skills.

**Entrant acknowledges that the Organizing Company is not encouraging the performance of dangerous tricks, stunts or behaviour.**

Video(s) must be tagged:

- **#YGrail** to participate in the RailGame Challenge;
- **#YGair** to participate in the AirGame Challenge
- **#YGcombo** to participate in the Combo Challenge;

Entrant may enter the contest more than once with unique videos on Instagram™ for any of the 3 challenges above.

**30 entrants** shall be selected to participate to Round2 as described in article 4.

#### **ROUND2 – FULL VERSION VIDEO:**

For the 30 qualified finalists only:

- Log onto the Website to complete the entry form with the information required (and);
- Produce and post a video respecting the guidelines mentioned below on the Website between **June 7<sup>th</sup> 2016 and June 30<sup>th</sup> 2016** until midnight ( GMT +12 IDL);

#### Video Guidelines for round2:

- Length: between 1 min and 2 min ;
- Theme: surf scene and lifestyle scene of the participant. The video must include only the participant;
- Format: Size Max= 150MB / Format: mp4 (H264), mov, wmv, avi / Resolution:, 1920x1080 / 25 images/sec ;
- All videos will include contest intro's and outro's supplied on the contest website
- Music: Only the excerpts of the songs provided by the Organizing Company are authorized in the videos. Any video reproducing/synchronizing a song other than those provided by the Organizing Company shall be null and void;
- Subtitles (if voice): Videos must include English sub-titles if voices are used.

Any entry submission that violates or infringes (or may infringe) any copyright, trademark, logo, or other proprietary right of any person living or deceased or entity, or is otherwise objectionable in the Organizing Company's sole discretion, will not be considered and will be disqualified. Entry submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, not consistent with Quiksilver's image or that otherwise contain inappropriate content or objectionable material as determined by the Organizing Company in its sole discretion will not be published and will be disqualified. If, in the Organizing Company's sole discretion, any entry submission appears to have resulted in any property damage, injury or bodily harm, it will be rejected.

Any erroneous or incomplete entry form (notably wrong hashtag) 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, if they do not comply with the terms of these rules, if they are submitted multiple times, or if they are sent after the end of the Contest.

Any attempt to pirate the vote 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.

#### **ROUND 3 – SURF CONTEST:**

Participants selected for round will be invited to participate in a surf contest to designate the winner of the Quiksilver Young Guns Surf 2016.

**The presence of a parent/legal guardian is mandatory to participate in the final phase of the contest.**

To take part in the final (round 3) described in article 4 hereunder, each participant and his parent/legal guardian shall have the necessary travel documents to travel overseas, notably a valid passport and VISA if required for such travel. The participant shall be solely responsible for obtaining, at their own expense, all required travel documents.

### **Article 4. Selection Procedure and Methods**

#### **ROUND 1**

Videos sent by participants and respecting the criteria mentioned above in article 3 will be posted on Instagram.com between **May 3rd 2016** and **May 31st 2016** (midnight, GMT +12 IDL).

**30** participants will be selected for Round 2 by the Quiksilver athletes as follow:

- **10** videos chosen by **Zek Lau** for the 10 best performances of the Rail Game Contest judged on their powerful, futuristic and explosive Surfing, tagged **#YGrail**.
- **10** videos chosen by **Mikey Wright** for the 10 best performances of the Air Game Contest judged on their performance above the lip, tagged **#YGair**.
- **10** videos chosen by **Jérémy Florès** for the 10 best performances of the Combo Challenge containing multi manoeuvres into one wave, tagged **#YGcombo**.

Results will be announced at the latest on the **June 5<sup>th</sup> 2016**.

## **ROUND 2**

Between **June 7<sup>th</sup> 2016** and **June 30<sup>th</sup> 2016**, the participants selected for Round 2 can upload their full version videos on the Website for public voting that will begin on **July 5<sup>th</sup> 2016** until **July 15<sup>th</sup> 2016**.

**8** finalists will be selected for the world final. 5 finalists will be chosen by the public based on the most number of votes and 3 finalists will be chosen by the Quiksilver Jury composed of the pro surfers **Zek Lau, Mikey Wright and Jérémy Florès**, based on the following criteria:

- Surf level (technical and flow);
- Creativity of their video;

Each criterion will be given a score between 1 and 10. Each member of the Jury will complete an assessment grill following the above criteria per participant.

In case of draw for the number of votes for one or several videos, the winner(s) shall be determined by the jury based on the criteria detailed above.

The 8 participants selected for the world final will be informed by email and/or by telephone of the results by **July 20<sup>th</sup> 2016** at the latest, at the email address and/or number provided during their registration. No message will be sent to non-winning participants.

## **ROUND 3**

Participants selected for Round 3 will be invited to participate in the final of the Quiksilver YOUNG GUNS SURF.

Participants selected for said final and their parents/legal guardian 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 competing in the final. This certificate will be sent by the Organizing Company to all the Participants selected for the final.

The final will take place at a secret location and will be held between **August 2<sup>nd</sup> 2016** and **August 4<sup>th</sup> 2016**. The participants will be informed of the exact location on **July 20<sup>th</sup> 2016** at the latest. Travel is valid only during the dates set forth herein. In the event that the participant is unable to travel during the stipulated period then they forfeit the entire trip with no further compensation or further liability of the Organizing Company.

Each selected participant must be accompanied by a parent/legal guardian above the age of majority for the whole duration of the Round 3. Participant and participant's parent or legal guardian will be responsible for all travel documents and identification acceptable to airlines, security and governmental agencies. 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 Organizing Company 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 participant. The participant is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges. The participant and their parent or legal guardian will not be entitled to accrue frequent flyer points on the travel or accommodation.

Expenses for lodging, food and travel of the participant will be paid for by the organizing company up to USD\$5000 (or 4500€). Expenses related to the guardian shall be incurred directly by the guardian.

Said expenses shall be limited to:

- one round trip ticket (for the participant) in economy class from their nearest capital city,.
- a twin share room where guardian and entrant can sleep in a two or three stars hotel depending on availability.

All entrants must have an assigned guardian for the duration of round 3 and present at all times, notably during flights.

All other expenses associated with participating in the final are the responsibility of the entrants (and their parent/legal guardian) including but not limited to travel insurance, spending money, room service, mini bar, laundry, incidentals, telephone calls, gratuities and all other ancillary costs.

It is expressly stipulated that any problem relating to visas, 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;

The selected finalists will take part in a surf contest. The winners will be determined by the judges of the **QUIKSILVER YOUNG GUNS SURF** according the surf competition judging criteria.

The winner will win US\$10,000. The Second will win US\$3000 and the Third US\$2000. A US\$1000 bonus will be attributed for each of: 1) the Rail Game winner, 2) the Air Game winner and 3) the Combo Game winner. Those winners will be determined by the judges according to the criterias described in art 4.

A bonus of 1000 USD\$ will also be attributed to each of the winner of the following awards:

- 1) The Most fun Award;
- 2) Social Networks Award for the participant of the final with the most likes and comments on social networks;

US\$ will be paid in Euro € according to the exchange rate applicable the day of the final if the winner is European.

Taxation implications may arise from the winning of the Prize and the winner should seek independent financial advice prior to accepting the Prize. The Organising Company is in no way responsible for any tax implications of the winner accepting the Prize.

ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. He will solely be liable for the payment of any taxes or fees which may be due in respect of any sums paid to him in connection with the contest, it being understood, however, that said gains may be subject to a withholding tax (*retenue à la source*), which shall be paid if applicable to the local tax authorities by the organizer. This withholding tax may be tax-deductible in the country where the winner is liable for tax.

No purchase of any kind is necessary in order to enter the contest or win any prize, and chances of winning are not enhanced by making any purchases.

## **Article 5. Intellectual Property**

### **Assignment of Rights**

Each Participant grants to NA PALI and any Company of the QUIKSILVER Group as well as their assigns and licensees, throughout the world, for the whole length of the copyrights 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 YOUNG GUNS SURF contest (whether the video made and provided to the Organizing Company by the Participant himself or any picture or audio/video recording of the Participant made by the Organizing Company in the context of the contest during the final round) for the promotion of the present contest on any medium notably but not exhaustively on television, magazines, Internet (Quiksilver internet websites and social network) and DVD.

For the avoidance of doubt, the QUIKSILVER Group shall include 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 Co Pty Ltd and QS Wholesale Inc and any company in which one of these companies has or were to have control).

### **Warranty**

By submitting a video at any or all of the rounds for consideration, participant represents and warrants to Organizing Company that the video(s) is not libellous, slanderous, obscene and does not plagiarize; and that Organizing Company's use of the video(s) or any information contained therein will not infringe upon any copyright, trademark, right of privacy or any other rights whatsoever of any third party.

Participant shall hold Organizing Company harmless and shall indemnify Organizing Company for all costs and expenses (including reasonable attorneys' fee) in the event of a breach of any of the foregoing warranties or representations. These warranties and representations do not extend to any material not furnished by entrant.

Any video reproducing/synchronizing a song other than those provided by the Organizing Company shall be null and void and the participant shall be solely liable in case of copyrights infringement in relation with the music.

By participating in this contest, each participant grants Organizing Company the right to post, upload, pin, publish and display the video(s) or any information therein on Organizing Company's social media sites, blogs and other websites, products and promotional materials.

Without limiting other remedies, Organizing Company may at its sole discretion remove any video(s) from publication and/or dissemination.

Video(s) may be modified in any way whatsoever by Organizing Company or its agents and entrants hereby waive any and all attribution and integrity rights with regard to the Photo whether arising under the law of any state of the United States, United States federal law, or the law of any other country.

### **Music**

As indicated in article 3, only the excerpts of the songs provided by the Organizing Company are authorized in the videos. The participants expressly acknowledge and agree that these excerpts have been provided by the Organizing Company to be used exclusively for the purposes of the present contest. Any further use, reproduction or copying is strictly prohibited.

### **Article 6. Release of Liability**

The participants as well as their parent or guardian declare to be aware that there are hazards that may exist in connection with participation in this contest and notably of surfing activities and assume the risk for any injuries that the participants may sustain in connection with their participating in the present contest. Participant understands that the risk of injury from the

activities involved in the contest is significant, including the potential for permanent paralysis and death, and while particular equipment and personal discipline may reduce this risk, the risk of serious injury does exist. Participant acknowledges and agrees that Organizing Company is not advocating or suggesting the performance of dangerous tricks, tricks above entrant's skill level or tricks that should only be performed by a professional. Participant acknowledges and agrees that the Organizing Company has no responsibility whatsoever for injuries, losses, or damages of any kind that result from entrance into the Contest or receipt, acceptance, possession, or use of any prize.

The participants as well as their parent or guardian fully release and forever discharge the Organiser Company as well as any of its affiliates (as described in article 5) 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 or attending the present contest.

### **Article 7**

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 Organising 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 Organising 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 Organising 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 example, 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 Organising 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 8**

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 organisers.

Any complaint must be sent before **July 24<sup>th</sup> 2016**, by registered letter with acknowledgment of receipt to Mr. Nicolas DAZET, NA PALI SAS, 162 rue Belharra, 64500, Saint Jean de Luz, France. These complaints may only concern material conditions of the Contest's implementation.

## **Article 9**

The Organising 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 Organising 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 an act of God. The Organising 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(s). In this case, it reserves the right not to award the prize(s) 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 Organising 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 10**

Contestants are reminded that in order to enter the Contest, they 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 and 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.

By 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 applicable legal framework.

In accordance with French law no. 78-17 of 6<sup>th</sup> 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 Mr. Nicolas DAZET,  
162 rue Belharra,  
64500 Saint Jean de Luz  
France

## **Article 11**

These rules are on file at the office of SCP DAGUERRE & MORAU, Bailiff in Saint Jean de Luz (France).

They can be sent free of charge on written request submitted to Mr Nicolas DAZET, 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 (2<sup>nd</sup>-class rate in force).

By entering the contest participants agree to be bound by these Official Rules and by the decision of the Organizing Company, which shall be final on all matters relating to this contest. This contest shall be void where prohibited by law.

The present rules exist also in French. In case of conflict between the French and the English version, the French version will be binding and will prevail.

**Article 12**

THE ENFORCEMENT OF THESE RULES IS SUBJECT TO FRENCH LAW ALONE.

**Article 13**

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM™. BY PARTICIPATING, YOU RELEASE INSTAGRAM™ 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 CONTEST AND/OR THE ACCEPTANCE, AWARDING, RECEIPT, USE AND/OR MISUSE OF THE PRIZE. ANY INFORMATION YOU SUBMIT ON INSTAGRAM™ IS TO THE ORGANIZING COMPANY AND ITS THIRD PARTY SERVICE PROVIDERS AND NOT TO INSTAGRAM™.

**Article 14**

ORGANIZING COMPANY MAY USE ANY OF THE ENTRANT'S PERSONAL INFORMATION SUBMITTED IN CONNECTION WITH THIS CONTEST PER THE TERMS OF THE PRIVACY POLICY AVAILABLE ON [QUIKSILVER.COM](http://QUIKSILVER.COM).