



**Quiksilver VIP For Free Contest**  
**Official Rules**

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

- 1. Contest Timing:** Quiksilver VIP for Free Contest (“Contest”) begins at 10:00 A.M. Pacific Time (“PT”) on April 16, 2018 and ends at 10:00 A.M. Pacific Time (“PT”) on May 2, 2018 (the “Contest 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 relating to the Contest. This is a Contest where the winner will be determined on the basis of skill, not chance.
- 2. Eligibility:** Participation in the Contest constitutes entrant’s full and unconditional acceptance of these Official Rules. The Contest is open to legal residents of the 50 United States (including the District of Columbia) and Puerto Rico, who are 13 years of age or older as of date of entry. Employees, agents, directors, managers or officers of Boardriders, Inc. (“Sponsor”) or any of its direct or indirect parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies or prize suppliers, including, without limitation, vendors providing services in connection with the Contest (all of the foregoing, collectively with Sponsor, the “Contest Entities”), and members of the immediate family (including, without limitation, any spouse, partner, parent, grandparent, sibling, child or grandchild, in each case, whether related by blood, adoption, marriage, civil partnership or cohabitation) of, and those living in the same household as, any such employee, agent, director, manager or officer, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
- 3. How to Enter:** To enter, during the Contest Period, register, complete and submit the online entry form at [quiksilver.com/vipforfree](http://quiksilver.com/vipforfree) or follow the prompts on the @quiksilver post with details of the Contest on Facebook or Instagram posted at or about 10:00 A.M. PT on April 16, 2018. Participants must enter their name, email address, age, phone number and answer, in 25 words or less, to the question “Why should you win the Quiksilver VIP For Free Contest?” (the “Entry Submission”). Upon completing the step(s) listed above you will receive one (1) entry into the Contest. Limit one (1) entry per person during the Contest Period. Sponsor is not responsible for lost, late or misdirected entries or entries not received, regardless of cause. In the event of a dispute over who submitted an entry, the entry will be deemed to have been directly submitted by the authorized account holder of the applicable email account or social networking site used to enter the Contest. The authorized account holder is deemed to be the natural person who is assigned to the account by the relevant entity responsible for assigning those accounts. By entering and/or participating, entrants agree to be bound by these Official Rules and Sponsor’s Privacy Policy as set forth in these Official Rules.
- 4. Winner Selection:** One winner of the Contest will be selected by Sponsor or its designee on or about May 2, 2018 based on the originality, persuasiveness and creativity of the Entry Submission for

eligible entries submitted during the Contest Period. The winner's name may be posted on [quiksilver.com/vipforfree](http://quiksilver.com/vipforfree) or on the @quiksilver handle on Facebook and Instagram.

**5. Winner Notification:** The potential winner will be notified by email and/or phone call from Sponsor or its designee on or about May 3, 2018. The potential winner must respond to the notification message and provide all requested information within twenty-four (24) hours of the first contact or attempted contact from Sponsor or the potential prize may be forfeited. To claim any prize, Sponsor may require the winner 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 any prize. All required documents must be completed and returned to Sponsor or its designee within one (1) day following the date and time listed on the documents. At Sponsor's discretion, the winner may be required to produce a 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 from among the remaining eligible entries or such alternate method as determined by Sponsor, in its sole discretion. 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. Prizes and Approximate Retail Values ("ARVs"):** The prize consists of: a three (3) day, two (2) night trip for the winner and one (1) guest to Los Angeles, California from May 4<sup>th</sup> through May 6<sup>th</sup>, 2018. The trip will include two (2) round trip coach tickets from any North American gateway city to Los Angeles (ARV \$1,000.00 USD); two (2) nights accommodations for the winner and his/her guest in one (1) room (double occupancy) at a Hotel (ARV \$1,000.00 USD); two (2) VIP tickets and chartered bus travel to and from the WSL Founders' Cup of Surfing held on May 5-6, 2018 at the Surf Ranch in Lemoore, California (ARV \$1200.00 USD). Total ARV of the prize to be awarded in this Contest is \$3,200.00 USD. 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. The prize has no cash value and cannot be exchanged/redeemed for cash.

*Travel Prize Conditions:*

(a) Prize is valid for redemption until May 4, 2018 and will be dependent on accommodation and flight availability. Travel restrictions and blackout dates may apply including school holidays and public holiday periods.

(b) Winner's guest must be 18 years of age or older. If winner is a minor, winner's guest must be winner's parent or legal guardian. Winner and winner's guest will be responsible for all travel documents and identification acceptable to airlines, security and governmental agencies.

(c) Winner and their guest must depart from and return to the same departure point and travel together. Travel arrangements to and from the winner's home and the airport of departure do not form part of the prize and are the responsibility of the winner.

(d) 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 winner. The winner is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges. The 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.

(e) 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 Contest begins. The 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.

(f) In the event that the 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.

(g) Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking. Unless otherwise stated in the prize description, prize travel must be booked within one (1) day of winner notification. Once flights and accommodation are booked, dates may not be amended.

(h) In the event 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 winner's residence and no other substitution or compensation will be provided in lieu thereof.

(i) Unless otherwise specified all other expenses are the responsibility of the 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 winner at time of accommodation check-in to cover incidental charges.

**7. Publicity & Marketing:** Submission of an entry in the Contest constitutes permission, but not the obligation, to Sponsor to use entrant's 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 the Contest (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 Contest and for other purposes permitted by Sponsor's Privacy Policy located at [www.quiksilver.com](http://www.quiksilver.com). 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 relating to the Contest are final and binding. All federal, state and local taxes, related to the prizes, are the sole responsibility of the winners. Contest Entities do not warrant that access to the Contest will be uninterrupted. The Contest 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 Contest or by any human error which may occur in the processing of the entries in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. 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 Contest, 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 CONTEST, 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 the Contest and to disqualify any entrant for any reason, in its sole discretion, including (but not limited to) if, for any reason, the Contest 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 Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. If such cancellation occurs, Sponsor reserves the right to select the winners 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 the Contest, you agree to release, discharge and hold harmless Sponsor, each other Contest Entity, Facebook and Instagram and their respective directors, officers, shareholders, partners, members, managers, employees, agents, representatives, successors and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in the Contest or any Contest-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; 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 Contest.

**10. Disputes:** Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest 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 Contest, 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 winner's name send a self-addressed, stamped envelope to: Quiksilver VIP For Free Contest, c/o QS Wholesale, LLC, 5600 Argosy Circle, #100, Huntington Beach, CA 92649, with a written request by August 31, 2018.

**12. Third Party Platforms:** The Contest is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram. By participating, you release Facebook and Instagram and its respective parent companies, subsidiaries, affiliates, partners, employees, directors, agents and advertising agencies from and against any and all injury, loss or damage caused or claimed to be caused by your entry or participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize.