

**Quiksilver Young Guns Ski Contest**  
*Official Rules*

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING.  
THIS IS A SKILL CONTEST. CHANCE WILL NOT DETERMINE ANY WINNER(S).

- 1. Contest Timing:** The Quiksilver Young Guns Ski Contest (“Contest”) begins at 6:00 A.M. Pacific Standard Time (“PST”) on November 30, 2018 and ends on February 10, 2019 PST (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 related to this Contest. This is a contest where winner(s) 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 individuals who are thirteen (13) years of age or older as of the beginning of the Contest Period and younger than eighteen (18) years of age as of March 10, 2019. 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 their 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. Residents of Quebec, Canada are not eligible to participate in the Contest. Residents of any country subject to embargo by the United States, and any jurisdiction where the Contest is prohibited or restricted, are also not eligible to participate in the Contest. The Contest is subject to all applicable laws, rules and regulations. Void where prohibited or restricted. Any entrant under the age of majority in the jurisdiction in which entrant resides must have his or her parent’s or legal guardian’s permission to participate in the Contest in order to be eligible to participate in the Contest.
  
- 3. How to Enter/Entry Requirements:** Individuals who are eligible to participate in the Contest in accordance with these Official Rules may enter the Contest as follows:

Video Entry: In order to enter the Contest, each entrant must create and upload to entrant’s Instagram account (requires agreement to Instagram’s terms of use and privacy policy and for entrant’s profile to be public in order for the videos to be accessible by Sponsor) an Instagram clip between three seconds and one minute in length with original video that has not been previously submitted to or displayed on any of Sponsor’s Young Guns contest series (the “Video”) with the hashtag “#YGSKICONTEST” AND tagging @quiksilver. The Video must be uploaded between 6:00 A.M. PST on November 30, 2018 (“Open Time”) and 11:59 p.m. PST on January 16, 2019 (“Close Time”) and must comply with the Required Representations and Warranties set forth below. Entrants may enter the Contest more than once, but each Video must be unique, submitted separately and include the required hashtag

“#YGSKICONTEST” AND tag @quiksilver. Anyone found using multiple Instagram accounts to enter the Contest will not be eligible to win. Entries will be deemed to have been submitted by the authorized account holder of the Instagram account submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an Instagram account by Instagram. Entrants must have the prior consent of their parent or legal guardian to enter the Contest and provide personal information.

**REQUIRED REPRESENTATIONS AND WARRANTIES:** By participating in the Contest, you represent and warrant that your entry (including, without limitation, any Video or other content associated with your entry – hereafter, collectively “Entry”) complies with the following criteria as applicable (collectively, the “Required Representations and Warranties”):

- (i) Your Entry must be your own original work or you must have all the rights necessary to post or re-post the content. Any person who helped produce the Video must grant ownership rights to you by a signed/dated written statement acknowledging the transfer of any ownership rights they may have in the Video to you. Each Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.
- (ii) Your Entry may not feature or show any other individual aside from you and must be truthful, contain all original content (nothing copied from others), be self-produced, be unpublished, and have not been used in another competition.
- (iii) Except for the marks of Sponsor (addressed below), the Entry must not contain or reference any names, products or services of any company or entity or any third-party trademarks, logos, trade dress or promotion of any brand, product, or service. Sponsor grants you the limited permission to display each of their “Quiksilver” brand marks and products in your Entry solely for purposes of entering this Contest and subject to these Official Rules.
- (iv) Each Entry must be appropriate for public viewing. Without limiting the foregoing, each Entry must not be lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, violate any laws or otherwise contain content which Sponsor in its sole and absolute discretion decides is inappropriate or objectionable. Your Entry must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

Sponsor reserves the right in its sole discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. You agree to reimburse Sponsor and the Contest Entities in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorneys’ fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder.

By entering, you grant to Sponsor and the other Contest Entities a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise (in whole or in part) use, exploit, copy, modify, adapt, edit, publish and display the Entry (including any photo, video or other content associated with your Entry) in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and the other Contest Entities and their respective licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in your Entry in favor of the Sponsor and other Contest Entities.

By submitting your Entry you also grant to Sponsor and the Contest Entities the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry (all attributes, collectively, per person, a “Persona”) for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

#### **4. Judging/Winner Selection:**

Round 1 Judging: Following the Close Time, Videos that qualify for entry into the Contest will be judged by one or more judges selected by Sponsor that are experienced in skiing (“Judging Panel”). Sponsor may remove, replace or add additional judges to the Judging Panel in its sole discretion at any time. The Videos will be judged based on creativity, technical aspects of the entrant’s performance, and flow (e.g., movement from one turn to the next) (the “Criteria”). A total of eight (8) entrants from Round 1 Judging will be selected by the Judging Panel to compete in Round 2 of the Contest (the “First Round Winners”). The Judging Panel will also select one (1) entrant as the winner of the Creativity Prize (as defined below) based on the creativity of the entrant’s Video, as determined by the Judging Panel in its sole and absolute discretion. The First Round Winners and winner of the Creativity Prize will be notified by email, phone or direct message on Instagram on or about January 17, 2019 and must respond to Sponsor’s notification by email to acknowledge receipt of Sponsor’s notification within 48 hours. All decisions of Sponsor are final. All selected First Round Winners and the winner of the Creativity Prize are subject to verification of eligibility and compliance with these Official Rules.

Round 2 Judging: On or about January 19<sup>th</sup>-20<sup>th</sup>, 2019, Sponsor will upload the Video Entry of each of the eight (8) First Round Winners on Sponsor’s Instagram account @quiksilver for judging by the public during the twenty-four (24) hour period immediately following Sponsor’s upload of each Video (the “Round 2 Judging Period”). Sponsor will ask the public to judge the First Round Winners’ Videos during the Round 2 Judging Period based on the

Criteria. The public may vote by following Sponsor's instructions, including using any hashtag(s) as instructed by Sponsor. Limit one (1) vote per person and per Instagram account. Use of script, macro or any device to automate voting, hiring outsourced vote-farming services, paying for votes, or engaging in any other conduct deemed inappropriate, unfair, disruptive or unsportsmanlike as determined by Sponsor in its sole and absolute discretion, is prohibited, and any entries or votes received through such means will be void. Any attempt by any voter or entrant to submit or solicit more than the stated number of votes by using multiple/different Instagram accounts, identities or any other method will void that person's votes and entry (if any), and he/she may be disqualified from further voting or other participation in the Contest.

At the conclusion of the Round 2 Judging Period, the entrant whose Video received the highest number of votes will advance to the final stage of the Contest as described below. In the event of a tie among the top Videos receiving votes, the Judging Panel will determine which entrant will advance to the final stage of the Contest using the Criteria. The Judging Panel will also select three (3) additional First Round Winners to advance to the final stage of the Contest based on the Criteria.

## **5. Finals/Grand Prize Winner:**

Finalist Notification and Eligibility: The four (4) finalists (the "Finalists") selected to compete in the final stage of the Contest ("Finals") will be contacted by Sponsor on or about January 24, 2019. Each Finalist must respond to Sponsor within two (2) calendar days of the date on which Sponsor sends notification. Winner must respond by email or telephone to the contact address/number provided in the notification. Sponsor reserves the right to disqualify anyone not fully complying with the Official Rules or meeting the eligibility and participation criteria in Sponsor's sole and absolute discretion. The failure to respond to the notification as determined by Sponsor in its sole discretion may result in forfeiture and Sponsor may declare an alternate Finalist based on judging results described in these Official Rules. Finalists will be required to show proof of eligibility and complete, sign and return any other documents required by Sponsor, in its sole and absolute discretion, including, but not limited to, Finalist's written acceptance of and agreement to all of the terms and conditions of these Official Rules and liability/publicity releases. Finalists' parent(s) and/or legal guardian(s) will also be required to complete, sign and return any documents required by Sponsor, in its sole and absolute discretion, including, but not limited to, written acceptance of and agreement to all of the terms and conditions of these Official Rules and liability/publicity releases. Failure of any Finalist or his or her parent(s) or legal guardian(s) to complete and execute documents required by Sponsor prior to the deadline determined by Sponsor will result in disqualification, and Sponsor may, in its sole and absolute discretion, select another Finalist as a replacement.

Finals Competition and Grand Prize Winner Selection: The four (4) Finalists will have the opportunity to compete in the Finals. The Finals will take place at the Revelstoke Mountain Resort, British Columbia, Canada ("Finals Location") between February 6, 2019 and February 10, 2019 ("Finals Period"). Finalists will be informed of the exact location and scheduling

details on or about January 24, 2019. Each Finalist will be required to compete in a series of skiing challenges according to the rules and guidelines determined by Sponsor in its sole and absolute discretion, which may include a “heli-skiing” challenge that involves a helicopter to access certain off-trail, backcountry skiing areas. The Finalists’ performance in the Finals will be judged by the Judging Panel according to the criteria determined by Sponsor and communicated to the Finalists. One (1) winner will be selected as the winner of the Finals and awarded the Grand Prize subject to the terms and conditions of these Official Rules.

Finals Competition Requirements: In order to compete in the Finals, Finalists are required to travel to the Finals Location and must be accompanied throughout the Finals by their parent or legal guardian. Each Finalist and any person accompanying the Finalist may be required to execute the Documentation (defined below) in advance and by the date specified by Sponsor. In the event that a Finalist is unable to travel during the Finals Period or does not provide the executed Documentation, the Finalist will be disqualified from the Contest and will not be eligible to win the Grand Prize. Sponsor will provide six (6) nights’ accommodations for each Finalist and their respective parent or legal guardian in one (1) room (double occupancy) at a hotel chosen by Sponsor. Additionally, Sponsor will reimburse each Finalist (or Finalist’s parent(s) or legal guardian(s) accompanying Finalist to the Finals Location, as applicable) up to eight hundred dollars (US\$800.00) total in travel expenses incurred by Finalist and Finalist’s parent(s) or legal guardian(s), as applicable, to travel to the Finals Location to compete in the Finals. All other costs and expenses, including, but not limited to, any ground transportation, airfare, hotel accommodation, meals or beverages, travel insurance, and all federal, provincial, state, local and/or other taxes are the sole responsibility of each Finalist and Finalist’s parent(s) or legal guardian(s). Each Finalist and Finalist’s parent(s) or legal guardian(s) will be solely responsible for any government issued identification, passport or other travel documentation required to travel to or from the Finals Location.

- 6. Winner Notification:** The potential winner of the Creativity Prize will be notified by email, phone or Instagram direct message from Sponsor on or about January 17, 2019. The potential winner of the Grand Prize will be notified in person following the completion of the Finals. The potential winner(s) must respond to Sponsor’s notification 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/or other personally identifiable information, and may need to be notarized (collectively, the “Documentation”), before claiming any prize. In addition, potential winners from Canada, if any, will be required to correctly answer a mathematical skill-testing question without aid or assistance before being declared a winner. All required documents must be completed and returned to Sponsor by the date and time communicated by Sponsor. At Sponsor’s sole and absolute discretion, winner(s) 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 other documents, or if the prize notification is returned as undeliverable, Sponsor may select an alternate winner from among the remaining eligible entries based on the Criteria or such alternate method as solely determined by Sponsor. Under no circumstances will more than the advertised number of prizes be awarded.

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

Creativity Prize: One (1) winner will receive the Creativity Prize, which consists of one thousand dollars (US\$1,000.00) paid by check.

Grand Prize: One (1) winner will receive the Grand Prize, which consists of ten thousand dollars (US\$10,000.00) paid by check.

The total ARV of all prizes awarded under the Contest is eleven thousand dollars (US\$11,000.00). All prizes are awarded “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 and absolute discretion.

**8. Publicity & Marketing:** Submission of an Entry in the Contest constitutes permission, but not the obligation, to Sponsor and the Contest Entities and their respective licensees and assigns 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, and email address, constitutes permission for Sponsor and the other Contest Entities 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. By participating in the Contest, you agree to the terms of Sponsor’s Privacy Policy.

**9. General Terms:** Decisions of Sponsor on all matters relating to the Contest are final and binding. All federal, state, provincial, local and other 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, in 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 and absolute 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.

- 10. Releases:** Entrant acknowledges that entrant may be participating in dangerous activities in connection with the Contest, including the inherently dangerous skiing and heli-skiing activities contemplated by the Contest. Entrant 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. Entrant acknowledges and agrees that Sponsor and the other Contest Entities are 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. Entrant acknowledges and agrees that Sponsor and the other Contest Entities have 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. By entering the Contest, entrant agrees to indemnify, release, discharge and hold harmless Sponsor, each Contest Entity, and Instagram, and each of their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, entrant's 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 entrant 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 Contest.

**11. 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 or other Contest Entities 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 State of California.

**12. Winner List:** To obtain the winners' names visit [www.quiksilver.com](http://www.quiksilver.com) or send a self-addressed, stamped envelope to: Quiksilver Young Guns Ski Contest c/o Boardriders, Inc. 5600 Argosy Circle, # 100, Huntington Beach, California 92649, U.S.A., with a written request by June 1, 2019.

**13. Third Party Platforms:** The Contest is in no way sponsored, endorsed, administered by or associated with 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 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 any prize.