

## ROXY X FACTION CONTEST RULES

### **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 “Organizing Company”), is holding a free contest with no purchase necessary (the “Contest”) from December 2<sup>nd</sup> (at 6pm, French time) to December 22<sup>nd</sup> 2015 (at 6pm, French time) on the Web site <http://roxy.com/ski-contest>.

### **ARTICLE 2 : CONDITIONS FOR PARTICIPATION**

This contest is open to all physical persons residing in the principality of Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxemburg, Monaco, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, the United Kingdom, Bosnia, Bulgaria, Croatia, Cypress (Greece), the Czech Republic, Estonia, Hungary, Iceland, Latvia, Liechtenstein, Lithuania, Macedonia (Yugoslavian Republic), Malta, Poland, Romania, Russia, San Marino, Slovakia, Slovenia, Ukraine, Serbia, Kosovo, Montenegro, Algeria, Benin, Burkina Faso, Canary Islands, Cote d’Ivoire, Guinea, Mauritania, Morocco, Niger, Senegal, Sudan, Tunisia, Albania, Bahrain, Belarus, Cameroon, Congo, Djibouti, Egypt, French Guiana, Gabon, Guadeloupe, Israel, Jordan, Kuwait, Latvia, Lebanon, Madagascar, Martinique, Mayotte, Moldova, New Caledonia, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen, except employees (and their family members) of NA PALI, its subsidiaries, Quiksilver and Roxy 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 enter the Contest, contestant must have or set up a Pinterest™ account (requires agreement to Pinterest™’s terms of use and privacy policy), and between December 2<sup>nd</sup> (at 6pm, French time) and December 22<sup>nd</sup> 2015 (6pm, French time):

- log onto <http://roxy.com/ski-contest> website and fill the information required on the entry form;
- contestant will then be redirected on ROXY Pinterest page dedicated to the Contest and shall “re-pin” 3 pictures,

The winner will be selected in a draw 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 : 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 December 30th 2015 among the properly registered contestants who has "re-pined" 3 pictures of the Roxy's Pinterest page (Ski/Faction).

The winner will be directly informed via @Roxy Pinterest™ account on his/her user account from where he has been entered or by email gave on <http://roxy.com/ski-contest> website. No message will be sent to non-winning contestants.

The winner shall answer at the latest in January 30th 2016 included. If the winner does not answer within the delay granted, the prize shall be lost and cancelled.

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 Organizing Company or its technical service providers have evidentiary weight in terms of login data and in determining the winners.

#### **ARTICLE 5 : PRIZE :**

The draw will point out 1 winner of a Roxy-Faction pair of skis (with fixes). The pair of skis shall be chosen by the winner on <http://roxy.com/ski-collection>'s website page within the limits of 569 euros.

#### **ARTICLE 6 : 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 December 30<sup>th</sup> 2015 , by registered letter with acknowledgment of receipt to Ms Lacroix Caroline, 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 7 : 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 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 8 : ORGANIZING COMPANY LIABILITY :**

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 winner 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.

#### **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 : 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 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, 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 11 : 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 and the attribution and routing of the prizes. This information is provided to the Organizing 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 Organizing 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 Madame Lacroix Caroline  
162 rue Belharra,  
64500 Saint Jean de Luz  
France

**ARTICLE 12 : BAILIFF :**

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 Madame Lacroix Caroline , 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 13 : PINTEREST EXEMPTION :**

This contest is not sponsored, supported, organized or linked to Pinterest™. Running this contest implies that the participant accepts that Pinterest™ and its parent companies, subsidiaries, partners, salaries, managers, agents, advertisement agencies are not liable for any loss or damage caused for the participation of this contest and/or the prize remittance and/or the prize use.

**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.roxy.com](http://www.roxy.com).