



**BOARDRIDERS™**  
QUIKSILVER · BILLABONG · ROXY · DC SHOES  
RVCA · ELEMENT · VON ZIPPER · XCEL

## **CONTEST RULES “CHRISTMAS 2018”**

### **Article 1**

NA PALI, a simplified joint stock company with a capital of 69.728.100 €, registered with the Bayonne trade register (RCS) under number 331 377 036, with its head office at 162 rue Belharra, in Saint Jean de Luz, France (hereafter referred to as the “Organizing Company”), acting in its name and in the name of its subsidiary EMERALD COAST, is holding a **free contest from December 1<sup>st</sup> 2018 at 8:00 am, French Time, to December 23<sup>rd</sup> 2018 at 11:59 pm**, French time, on the [www.quiksilver.fr](http://www.quiksilver.fr), [www.roxy.fr](http://www.roxy.fr) and [www.deshoes.fr](http://www.deshoes.fr) websites - or corresponding websites in contestant’s domicile) (the “Sites”) (the “Contest”).

### **Article 2**

The Contest is open to any physical persons 16 years of age or older, residing in the United Kingdom, France, Austria, Belgium, Germany, Spain, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Finland, Denmark, Sweden and Switzerland (the “Countries”), except employees (and their family members) of the Organizing Company, its subsidiaries, of Quiksilver, Roxy and DC Shoes shops and of any company that has been involved in the concept of this Contest.

The Organising Company draws attention to the fact that contestants under the age of majority in the jurisdiction in which the contestant resides must have the prior consent of their parent or legal guardian to enter the Contest and provide personal information.

### **Article 3**

Participation in the Contest constitutes contestant’s full and unconditional acceptance of these Official Rules. (the “Rules”), which are available free of charge on the Sites for the duration of the Contest.

To take part of the Contest, the contestant shall (i) log onto any of the Sites between December 1<sup>st</sup> 2018 at 8:00 am, French time, to December 23<sup>rd</sup>, 2018 at 11:59 pm, French time; and (ii) fill the information required of the entry forms (the “Entry”).

Each contestant (same name, same address) may enter the Contest only once. If a contestant submits multiple entries, only one Entry will be taken into account for the second phase of the game.

Any inaccurate or incomplete Entry cannot be taken into account and the participation shall be deemed null and void.

In the event of a dispute over who submitted an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the Site account submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to a Site account by the Site.

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.

Entry 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 Official Rules, or if they are sent after the end of the Contest. Organising Company is not responsible for lost, late or misdirected Entries or Entries not received, regardless of cause. By entering and/or participating, contestants agree to be bound by these Official Rules and Organising Company's privacy policy as set forth in these Official Rules.

#### **Article 4**

##### 4.1 – Phase 1

Once the required information of the entry forms is duly filled, the contestant will immediately know whether or not he won a prize as defined in the article 5.1. The winners will be determined thanks to a win-instant pre-determined system.

##### 4.2 – Phase 2

At the same time, the contestants will take part to a draw to win the prize defined in the article 5.2. One draw will be organized for all contestants of the Sites of each Countries.

The draw will be made by SCP MORAU, LAGUERRE-CAMY, bailiff in Saint Jean de Luz (France) on January 3<sup>rd</sup>, 2019 among the properly registered contestants.

The winner will be directly informed on their email address from where he/she have been entered. No message will be sent to non-winning contestants.

It is well known that no claim could be accepted if the winner has entered a wrong email address, or if they were not able to read their emails for any reason.

The winner shall authorize all checks regarding their identity and 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

### 5.1 - Phase 1's prizes

According to a win-instant pre-parametered system, the software will pick:

Winner(s)	Lot	Brand	Category	Référence	Material description	Unit price (€)
95	LOT 1	QUIKSILVER	A Quiksilver backpack	EQYBP03418-SGRH	SCHOOLIE M BKPK SGRH	49,99
45	LOT 2	QUIKSILVER	A Quiksilver beanie	EQYHA03034-RZG0	Preference Bean M HATS RZG0	27,95
46	LOT 3	QUIKSILVER	A Quiksilver cad holder	EQYAA03650-CPY0	PUCARDHOLD M WLLT CPY0	15,99
1	LOT 4	QUIKSILVER	A pair of Quiksilver sunglasses	EQYEY03022-XKKG	THE FERRIS PLZ M XKKG	119
150	LOT 5	QUIKSILVER	A Quiksilver backpack	EQYBP03407-KVJ0	NIGHT TRACK M BKPK KVJ0	45,99
1	LOT 6	QUIKSILVER	A Quiksilver backpack	EQYBP03395-RQP0	OXYDIZD 12L M BKPK RQP0	75,99
10	LOT 7	QUIKSILVER	A 5€ voucher			10
20	LOT 8	QUIKSILVER	A 10€ voucher			5
101	LOT 9	ROXY	A ROXY backpack	ERJBP03554-GPB0		59,99
1	LOT 10	ROXY	A pair of ROXY sunglasses	ERJEY03011-CRS0		79
141	LOT 11	ROXY	A ROXY Sport Duffle Bag	ERJBP03652-BTK8		45,99
36	LOT 12	ROXY	A ROXY handbag	ERJBP03667-NLF0		35,99
36	LOT 13	ROXY	A ROXY wallet	ERJAA03400-KVJ0		35,99
2	LOT 14	ROXY	A Roxy Luggage	ERJBL03097-KVJ6		140
1	LOT 15	ROXY	A ROXY watch	ERJWA03016-MKP0		125,3
20	LOT 16	ROXY	A 5€ voucher			5
30	LOT 17	ROXY	A 10€ voucher			10
100	LOT 18	DC SHOES	A DC Shoes backpack	EDYBP03134-GZJ0		45,99
100	LOT 19	DC SHOES	A DC Shoes backpack	EDYBP03137-BSA0		55,99
15	LOT 20	DC SHOES	A DC Shoes backpack	EDYBP03156-BHA1		39,99
25	LOT 21	DC SHOES	A DC Shoes beanie	EDYHA03057-BSN0		29,99
10	LOT 22	DC SHOES	A DC Shoes beanie	EDJHA03020-BSN0		29,99
30	LOT 23	DC SHOES	A DC Shoes cap	ADYHA03575-BLV0		25,99
50	LOT 24	DC SHOES	A DC Shoes backpack	EDYBA03028-GZJ7		15,99
18	LOT 25	DC SHOES	A pair of DC Shoes sunglasses	EDYEY03005-XCCC		29,99
10	LOT 26	DC SHOES	A DC Shoes beanie	EDYHA03057-CPL0		29,99
10	LOT 27	DC SHOES	A 10€ voucher			10

**The prizes will be provided as the following way:**

- **The winners will receive a promotion code on their email address;**
- **To be able to receive their prize, the winners have to buy at least one item from the Site where they have registered and enter their promotion code;**
- **Then, the prizes will be sent to the winners with their item that they bought;**

**The winners have to use their promotion code and voucher before January 31<sup>st</sup> 2019. If they do not, the prizes will be definitely canceled.**

### 5.2 - Phase 2's prize

One (1) winner picked at the draw among the properly entered contestants will win:

- one (1) week stay (7 nights and 6 days) for two (2) people valued at 1.750 euros TTC including:
  - o The transport within a limit of an amount of 800 euros TTC. Our partner N'PY will choose the means of transport;
  - o The accommodation in a double room at "Skylodge hostel";
  - o 6-days ski pass for 2 persons;
  - o Two (2) access to Spassio by Balnéa, valid for the 2018/2019 season.

The date of the stay will be chosen according to availability of the winner and the accommodation but excluding school holidays 2018/2019;

and

- two (2) skiing outfits (Jackets + Pants) valued at 450 euros TTC maximum per outfits, as two (2) promotions codes, to be used respectively on the participating Sites. Each voucher can be used once only. If a voucher is used for an article with a lower price, the difference cannot be used for another purchase.

**The winner has to use their promotions codes before January 31st 2019. If the winner does not, the prize will be definitely canceled.**

## Article 6

The prizes will be accepted as it is described on this actual Rules. It cannot be exchanged or returned, nor can they be substituted with financial compensation or the financial equivalent of the prizes. In any event, the terms and conditions for the prizes remittance, the acceptance and the use of the prizes will be as per the terms defined or stipulated by the Organizing Company and which any 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 prizes consist solely in the prizes remittance specified for the Contest.

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

## Article 7

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

In case that any prize cannot be sent by post, the terms for accepting it will be specified to the winner in the prizes 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 prizes awarded and/or result from its use.

## **Article 8**

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 Sites or to enter the Contest, if it does not receive the data relating to a contestant's Entry 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 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 9**

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 Organizing Company.

Any complaint must be sent before **January 3<sup>rd</sup>, 2019**, by registered letter with acknowledgment of receipt to NA PALI SAS, Quiksilver Marketing, 162 rue Belharra, 64500,

Saint Jean de Luz, France. These claims may only concern material conditions of the Contest's implementation.

## **Article 10**

The Organising Company reserves the right to revise these Official Rules at any time and will inform the contestants of any significant changes at least thirty (30) days prior to the application of this material change. The Organizing Company also reserves the right to take any decisions it deems useful for the application and interpretation of the Official 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 and to disqualify any contestants, in its sole discretion and without warning, for any reason, including (but not limited to) due to an event beyond its control, and in particular in the event of force majeure or an act of God or if the Contest is not capable of running as planned.

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 winners. In this case, it reserves the right not to award the prizes 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 11**

The Organising Company, as identified in Article 1 above, is in charge of processing the personal data of the contestants.

It is reminded that to enter the Contest, the contestants must necessarily provide certain personal information relating to them (name, address, etc.), otherwise participation in the Contest will not be finalized. This information is recorded and saved in an electronic file and is essential to the eligibility of their Entry, the determination of the winners and the attribution and routing of the prizes. This information is provided to the Organising Company and its subsidiaries and may be submitted to its technical service providers and the service provider handling the shipping of the prizes.

The legal basis for processing the personal data of the contestants is the contract between the contestant and the Organising Company, embodied in the Rules.

The personal data of the contestants will be kept for the duration of the Contest, and for a maximum of three (3) years from the last contact initiated by the contestant.

The Organising Company may use any of the contestant's personal information submitted in connection with this Contest per the terms of the privacy policy located at <https://www.quiksilver.fr/customer-service-privacy-policy.html>.

The Organising Company may send e-mails to the contestants regarding information, offers and events related to its Quiksilver, Roxy and DC Shoes brands and its loyalty program. The contestants' consent will be requested to receive such information, offers and events from the Organising Company's business partners. The contestants can object for free to the reception of such e-mails by clicking on the unsubscribe link included in each e-mail. With regard to the e-mails sent by the Organising Company, the contestants may also object at any time and free of charge by notifying the Organising Company at the address indicated below.

In accordance with European Regulation 2016/679 of 27 April 2016 and French law no. 78-17 of 6th January 1978 relating to information technology, files and freedom modified, in particular by French law n ° 2018-493 of June 20, 2018 relating to the protection of the personal data, contestants have the right to access, modify or delete the data relating to them. Subject to the conditions of the applicable regulations, the contestants also have a right to the portability of their data, the right to request a limitation of treatment or to object the processing of their data. The contestants also have the option of providing instructions regarding the treatment of their data after their death.

To exercise these rights, contestants must send a valid proof of identity and a letter to the following address:

NA PALI SAS  
Quiksilver Marketing  
162 rue Belharra,  
64500 Saint Jean de Luz  
France

The Organising Company will, if necessary, inform the contestant of the reasons for which its application cannot be satisfied, in whole or in part.

In the event of a question or complaint relating to the processing of their personal data, contestants may send their request to the contact details indicated above. The Organising Company will try to find a satisfactory solution, otherwise the contestants have the right to submit their claim to the competent supervisory authority (the CNIL, France).

## **Article 12**

The images used on the Sites, the trademarks and trade names mentioned, the graphic elements, and databases composing the Sites, are the exclusive property of their respective owners and may not be extracted, reproduced or used without the written authorization of the latter.

## **Article 13**

These Rules are on file at the office of SCP MORAU LAGUERRE CAMY, bailiff in Saint Jean de Luz (France). They can be sent free of charge on written request submitted to NA PALI SAS, Quiksilver Marketing, 162 rue Belharra, 64500, Saint Jean de Luz, France. The cost of postage for the Rules will be reimbursed on simple request (2nd-class rate in force).

#### **Article 14**

THE ENFORCEMENT AND INTERPRETATION OF THESE RULES ARE SUBJECT TO FRENCH LAW.