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## **CONTEST “MAKE WAVES MOVE MOUNTAINS COMPETITION”**

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED BY LAW

### *Official Rules*

#### **Article 1**

NA PALI SAS, a simplified joint stock company with a capital of 59,096,100 €, 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 **free contest with no purchase necessary from February 21<sup>st</sup> 2018 to June 20<sup>th</sup> 2018 included until midnight French Time** on the social media Instagram™ (the “Contest”).

#### **Article 2**

The Contest is open to any individual 14 years of age or older. Employees, officers, principals, directors or agents (and their family members) of the Organising Company its parent companies, subsidiaries or affiliates (the “Companies”), Roxy shops, and any person directly or indirectly involved in the setting up of the Contest, are not eligible to participate.

The Organising Company draws attention to the fact that contestants under 18 years of age must have the prior consent of their parent or legal guardian to enter the Contest and provide personal information.

#### **Article 3**

To enter the Contest, a contestant must create and upload an original photo or video showing a “Make Waves Move Mountains” moment (the “Post”), on his/her Instagram™ account (requires (i) agreement to Instagram™’s terms of use and privacy policy, and (ii) for contestant’s profile to be public in order for the photos to be accessible by the Organising Company) with the hashtag “#MakeWavesMoveMountains” during the Contest.

Contestants acknowledge that the Organising Company is not encouraging the performance of dangerous tricks, stunts or behaviour.

The Post may feature or show other individual aside from the contestant but the entry will only be valid to the owner of the Instagram™ account where the Post is first published.

Each contestant (same name, same address) may enter the Contest more than once, but each Post must be unique, submitted separately and tagged with “#MakeWavesMoveMountains”. In the event a contestant enters the Contest more than once, only one Post can be chosen by Judges (as defined below).



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Any inaccurate or incomplete tag can not be taken into account and the participation shall be deemed null and void.

Entry 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™.

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.

The contestant that submitted the best Post, as determined by Judges (as defined below) according to the below criteria, in their sole discretion, will be the winner.

#### **Article 4**

This Contest is a game of skill. The winner will be selected based on their creativity and the relevance of their Post with the Roxy campaign "Make Waves Move Mountains". Chance plays no part in determining the winner. 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.

The Posts will be individually judged by Stephanie Gilmore, Torah Bright, Robin Van Gyn, Kelia Moniz, Lena Stoffel and Monyca Eleogram (the "Judges") in their sole discretion and such decisions will be final and binding.

The winner will be notified of awarding of prize via direct message on Instagram™ within 48 hours of selection by Judges (which is currently anticipated to occur on or around June 20th 2018), on the Instagram™ account where the Post is uploaded.

No message will be sent to non-winning contestants.

**The winner will have to choose and accept the prize and to provide any additional required information, at the latest by June 27th 2018 included. If a winner does not answer within the period granted, the winner will forfeit the prize without this giving rise to any right of indemnity and a new winner will be selected the next day.**

The winner will be required to prove eligibility to receive and claim any prize. The winner shall authorize all checks regarding their identity and their domicile.

If the winner is under 18 years of age, the winner will be required to have written parental consent to the contestant's awarding, acceptance and receipt of the prize, and to all of the conditions and terms set forth in these Official Rules.



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The Companies are not responsible for any incorrect or illegible address information or the non-delivery of any prize resulting therefrom, or for any unsuccessful efforts to notify the winner.

All decisions of the Organising Company about the winner are final, binding and non-appealable.

## **Article 5**

The winner will have to choose between:

A “WAVE EXPERIENCE” trip from November 26<sup>th</sup> 2018 to November 30<sup>th</sup> 2018 (five days and four nights) for two people (winner and a guest) to the Gold Coast, Australia and gifts including:

- (a) transfers and full accommodations, up to 4900\$;
- (b) one (1) Roxy surfboard with commercial value of 1000\$;
- (c) one gift card with commercial value of 1000\$ valid on Roxy surf wardrobe;
- (d) one (1) signed MWMM poster with commercial value of 100\$.

The “WAVE EXPERIENCE” trip package market value is 7000\$.

Or,

A “MOUNTAIN EXPERIENCE” trip from November 26<sup>th</sup> 2018 to November 30<sup>th</sup> 2018 (five days and four nights) for two people (winner and a guest) to Whistler, British Columbia and gifts including:

- (a) transfers and full accommodations, up to 5600\$;
- (b) one (1) Roxy snowboard with commercial value of 700\$;
- (c) one gift card with commercial value of 1000\$ valid on Roxy snow wardrobe;
- (d) one (1) signed Make Waves Move Mountains poster with commercial value of 100\$.

The “MOUNTAIN EXPERIENCE” trip package market value is 7400\$.

## **Article 6**

The Companies decline any liability for any dispute concerning the way of awarding the prizes.

Prize Conditions:

- a. 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.
- b. 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.



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- c. 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 Companies are 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.
- d. The winner is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges. The winner (and their guest) will not be entitled to accrue frequent flyer points on the travel or accommodations. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- e. Prize is “AS IS” without any warranty of any kind, express or implied. No substitution, exchange or transfer of prize will be made or is permitted. The Companies reserve the right to substitute a prize for an alternative prize of equal or greater value in the Companies’ sole and absolute discretion.
- 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 Companies.
- 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. Prize travel will be booked by the Organising Company for the winner for fixed dates. Once flights and accommodation are booked, dates may not be amended.
- h. Unless otherwise specified all other expenses are the responsibility of the winner (and their guest) including but not limited to 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.
- i. The Companies may not under any circumstances be held liable for any delay in awarding the prizes or in the event that the winner cannot be awarded the prizes for reasons beyond the control of the Companies. If the prizes cannot be sent by post, the terms for accepting them will be specified to the winner in the prize confirmation direct message on Instagram™ or by any other means at the convenience of the Organising Company.

By entering the Contest, contestants release and hold the Companies harmless from and against any and all damages and claims of any kind in connection with the Contest or resulting from entrance in the Contest, or receipt, acceptance, possession or use of any prize.

## **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



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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 Companies 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 Companies do not guarantee that Instagram™ 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 Companies may not be held liable in the event of a technical malfunction in the Contest, if contestants are not able to log on to Instagram™ 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 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 Companies 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.

The Contest is in no way sponsored, endorsed, administered by or associated with Instagram™. By participating, contestants 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 any participation in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any information the contestant submits on Instagram™ is to the Companies and their third party service providers and not to Instagram™.

## **Article 8**

Contestants represent and warrant to the Companies that their Posts are not libelous, slanderous, obscene and do not plagiarize; and that the Companies' use of the Post or any information contained therein as contemplated herein will not infringe upon any copyright, trademark, right of privacy or any other rights whatsoever of any third party. Each contestant shall hold the Companies harmless and shall indemnify the Companies for all costs and expenses (including reasonable attorney fee's) 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 contestants.

By participating in the Contest, each contestant grants the Companies as well as their assigns and licensees, throughout the world, for the whole length of the copyrights and without



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restriction as to the frequency of use, the right to use, post, upload, pin, publish and display the Post or any information therein made relating to the Contest for the promotion of the Contest on any medium, notably but not exhaustively on the Companies' social media sites, including but not restricted to Roxy's Instagram™ account, blogs and other websites, products and promotional materials.

Without limiting other remedies, the Companies may at their sole discretion remove any Post from publication and/or dissemination.

### **Article 9**

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.

### **Article 10**

Entering this Contest implies full and unreserved acceptance of the terms set out in these Official Rules.

Any breach of a term of these Official Rules will disqualify the contestant who has committed the breach. Any dispute on the interpretation of the Official Rules will be settled by the Companies.

Any complaint must be sent before **June 20<sup>th</sup>, 2018**, by registered letter with acknowledgment of receipt to Tessa Walkenhorst, 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 11**

The Organising Company reserves the right to revise these Official Rules at any time and 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, 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



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entry to the Contest or determination of the winner. 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 Companies 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 12**

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 Companies and may be submitted to its technical service providers and a service provider handling the shipping of the prizes.

The Companies may use any of the contestant'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).

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 Tessa Walkenhorst,  
162 rue Belharra,  
64500 Saint Jean de Luz  
France

### **Article 13**

These Official 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 Tessa Walkenhorst, NA PALI SAS, 162 rue Belharra, 64500 St Jean de Luz (France). The cost of postage for the Official Rules will be reimbursed on simple request (2<sup>nd</sup>-class rate in force).

### **Article 14**

The ENFORCEMENT of these Official Rules IS SUBJECT TO FRENCH LAW.