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## **CONTEST “ROXY POPSURF SURFBOARD GIVEAWAY”**

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 July 25th 2018 [5pm CET // 8am PST // 1am AEST +1] to August 8th 2018 [5pm CET // 8am PST // 1am AEST +1] included** on the website [www.roxy.com](http://www.roxy.com) (the “Site”) (the “Contest”).

#### **Article 2**

The Contest is open to any individual 16 years of age or older. Employees, officers, principals, directors or agents (and their family members and those living in the same household) of the Organising Company, its direct or indirect 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.

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 this Contest is prohibited or restricted, are also not eligible to participate in the Contest. This Contest is subject to all applicable laws, rules and regulations. Void where prohibited or restricted.

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**

To enter the Contest, a contestant must register and complete the online entry form at [www.roxy.com/popsurf-contest](http://www.roxy.com/popsurf-contest) and submit to the Organising Company their answer, in twenty-five (25) words or less, to the question “Tell us the dream surf trip location you would take the #POPsurf board & goodies to if you won?” (the “Answer”).

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

Each 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 Organising Company will be taken into account.



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Any inaccurate or incomplete entry cannot 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 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.

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 Answer, 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 the creativity and originality of their Answer. 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 (as defined in article 5), and chances of winning are not enhanced by making any purchases.

The Answers will be individually judged by the Global Marketing Team of the Organising Company (the "Judges"), in their sole discretion and such decisions will be final and binding.

The winner will be notified of awarding of Prize by email, at the email address provided in their entry form, within 48 hours of selection by Judges (which is currently anticipated to occur on or around August 9<sup>th</sup> 2018).

No message will be sent to non-winning contestants.

**The winner must respond to the Organising Company's notification email and provide all requested information by August 16<sup>th</sup> 2018. If the winner cannot be contacted, is disqualified or fails to respond within the prescribed period, the winner will forfeit the Prize without this giving rise to any right of indemnity and an alternate winner will be selected by the Judges from among the remaining eligible entries based on the above criteria 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 the age of majority, 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.

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.



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

## **Article 5**

The winner will win:

- i. One (1) ROXY custom #POPSurf surfboard with approximate commercial value of \$1200 USD (1020€; £900; 1190CHF; 26400CZK; 4420PLN; 7600DKK); and
- ii. One (1) gift card with commercial value of \$300 USD (255€; £225; 296CHF; 6600CZK; 1105PLN; 1900DKK) valid on ROXY POPsurf category (for the avoidance of any doubt, the gift card is not valid on sale categories, kids, external references, hardware & gift cards), only on [www.roxy.com](http://www.roxy.com) (or corresponding Roxy website in winner's domicile), valid for twelve (12) months from the issuance date, for an unlimited order number until the total amount has been used.

(the "Prize").

The total approximate commercial value of the Prize is \$1500 USD (1275€; £1125; 1486CHF; 33000CZK; 5525PLN; 9500DKK).

## **Article 6**

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

Prize Conditions:

- a. 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 Organising Company reserve the right to substitute a Prize for an alternative prize of equal or greater value in the Organising Company's sole and absolute discretion.
- b. The Companies shall 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 Companies. If the Prize cannot be sent by post, the terms for accepting the Prize will be specified to the winner in the Prize confirmation by email or by any other means at the convenience of the Organising Company.
- c. The surfboard will be shipped from the Organising Company's headquarters in Saint Jean de Luz, France.
- d. The gift card will be provided by the regional e-commerce team of the winner's country of relevance.

By entering the Contest, contestants release, discharge and hold the Companies and any social media companies used in promoting or administering the Contest (including, without limitation, Facebook, Instagram and Twitter) and their respective parent companies, affiliates, subsidiaries, advertising agencies, directors, officers, shareholders, partners, members, managers, employees, agents, representatives, successors and assigns harmless from and against any and all damages, claims, or losses of any kind in connection with the Contest or



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resulting from entrance in the Contest, or receipt, acceptance, possession or use and/or misuse of any Prize. All provincial, federal, state, local and/or other taxes are the sole responsibility of the winner.

### **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 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 the 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 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 the Site 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 their 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.

### **Article 8**

Contestants represent and warrant to the Companies that their Answers are not libelous, slanderous, obscene and do not plagiarize; and that the Companies' use of the Answer 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 restriction as to the frequency of use, the right to use, post, upload, pin, publish and display the Answer 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



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but not restricted to ROXY's Instagram™ and Facebook™ account, blogs and other websites, products and promotional materials.

### **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 **August 8th, 2018**, by registered letter with acknowledgment of receipt to Roxy Marketing, 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 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, 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 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 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.



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## Article 12

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 winner and the attribution and routing of the Prize. This information is provided to the Companies and may be submitted to its technical service providers and the service provider handling the shipping of the Prize.

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

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,  
Roxy Marketing,  
162 rue Belharra,  
64500 Saint Jean de Luz  
France



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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 13**

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

### **Article 14**

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 Roxy Marketing, 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 15**

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