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CONTEST “S319 Roxy x Mctavish Surfboard Giveaway”

NO PURCHASE NECESSARY TO ENTER. PURCHASE WILL NOT INCREASE ODDS OF WINNING. THIS IS A SKILL CONTEST. CHANCE WILL NOT DETERMINE THE WINNER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW

Official Rules

Article 1

NA PALI SAS, a simplified joint stock company with a capital of 69.728.100 €, 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 June 11th 2019 [3am CET // 6pm PST June 10th // 11am AEST +1] to June 18th 2019 [3am CET // 6pm PST June 17th // 11am AEST +1] included on the website roxy.com** (the “Site”) (the “Contest”).

Article 2

Participation in the Contest constitutes contestant’s full and unconditional acceptance of these Official Rules. The Contest is open to any individual 16 years of age or older. Employees, officers, principals, directors or agents (and their family members, whether related by blood, adoption, marriage, civil partnership or cohabitation, and those living in the same household) of the Organising Company, 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, Roxy shops, and any person directly or indirectly involved in the setting up of the Contest (all of the foregoing, collectively with Organising Company, the “Companies”), 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

The Organising Company will post on the Site a post regarding the Contest with the question « **Tell us in 25 words or less where you dream of traveling with your new custom McTavish ?** » (the "Post"). To enter the Contest, during the Contest period, a contestant must register for the game on the Site and answer the question above. This is equivalent to registration in the ROXY and McTavish email databases.(the “Entry”).



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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.

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.

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

This Contest is a game of skill. One (1) winner will be selected from eligible Entries submitted during the Contest period based on the creativity and originality of the Answer. Chance plays no part in determining the winner. No purchase of any kind is necessary in order to enter the Contest or win the Prize (as defined in article 5), and chances of winning are not enhanced by making any purchases. The winner's name may be posted on the Organising Company's social media (including but not limited to Facebook™, Instagram™ and/or Twitter™).

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 potential winner will be notified by message from the Organising Company or its designee via the account associated with the selected Answer, within 48 hours of selection by Judges (which is currently anticipated to occur on or around June 18th 2019).

No message will be sent to non-winning contestants.

The potential winner must respond to the Organising Company's or its designee's notification email and provide all requested information by June 25th 2019. If the potential winner cannot be contacted, is disqualified or fails to respond within the prescribed period, such potential 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 on June 26th 2019, in their sole discretion.

The winner will be required to prove eligibility and may be required to complete, sign, and return an affidavit of eligibility, liability/publicity release form and other applicable documents



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to receive and claim the Prize. The winner shall authorize all checks regarding its identity and domicile. In addition, a winner from Canada, if any, will be required to correctly answer a mathematical skill-testing question without aid or assistance before being declared a winner.

If the winner is under the age of majority, such 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.

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

Article 5

The winner will win:

- One (1) ROXY custom McTavish surfboard with a commercial value of approximately 807 euros (\$1300 AUD).
- One (1) ROXY gift card worth 186 euros (\$300 AUD), valid for twelve (12) months only on swimwear, clothing and diving suits on the Site, and not in physical sales outlets.

Approximate total value of the prize (the "**Prize**"): 994 euros (\$1600 AUD)

Article 6

The Companies decline any liability for any dispute concerning the awarding of 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 except in Organising Company's sole discretion. The Organising Company reserves the right to substitute the Prize for an alternative prize of equal or greater value in the Organising Company's sole and absolute discretion. The Prize cannot be exchanged/redeemed for cash.
- 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 sent from McTavish Surfboards to Byron Bay, Australia.
- d. The ROXY gift card will be provided by the regional e-commerce team of the winner's country.

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,



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

The Contest is in no way sponsored, endorsed, administered by or associated with Facebook™, Instagram™ or Twitter™. By participating, the contestants release the Site 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 the Entries or participations in the Contest and/or the acceptance, awarding, receipt, use and/or misuse of the 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 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 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 shall 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 Organising Company reserves the right at 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.



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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 fees) 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 (but not the obligation) to use, post, upload, pin, publish and display the Answer, the winner's name, photograph or any other indicia of identity or likeness or 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 the Organising Company's and McTavish's Facebook™, Twitter™ and Instagram™ accounts, 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. Organising Company's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

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 about the Contest must be sent before **June 30th 2019** by registered letter 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



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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 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.

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 <https://www.roxy.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.



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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

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 (2nd-class rate in force).

Article 15

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