

CONTEST “GOLDEN TICKET”

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 **contest with purchase necessary from November 15th 2019 (00:01 CET) to January 31st 2020 (23h59 CET) on www.roxy.com website - or corresponding websites in contestant’s residing Country** (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 residing in UK, France, Austria, Belgium, Germany, Spain, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Poland, Finland, Sweden, Denmark, Switzerland (the “Countries”). 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.

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 place a purchase of a ROXY Product, with no minimum required, in one of our Participating Shops (as listed in appendix 1) or on the Site (the “Purchase”).

Each Purchase placed between November 15th 2019 and January 1st 2020 will automatically lead to the delivery, by hand if made via Participating Shops or in the order package if made via the Site, of a ticket (the “Golden ticket”) showing an individual code (the “Code”) - within the limit of available stocks tickets.

To enter the Contest, a contestant must simply go on the Site, during the period of Contest, to (i) enter their email; and (ii) fill the Code on the page “roxy.com/giftguide” (the “Entry”).

Each contestant (same name, same address) may enter the Contest more than once, but each Entry must be unique, submitted with separate Golden tickets.

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

This Contest is a game of chance.

Phase 1

Once the required information for the Entry is duly filled, the contestant will immediately know which goodies prize is won, as defined in the article 5.1. Every Golden ticket is winning, within the limit of 40'000 Golden tickets (21'000 in Participating Stores and 19'000 on the Site).

Phase 2

At the same time, the contestants will take part to a draw to win the Chamonix Prize defined in the article 5.2. On draw will be organized to design one (1) winner residing in the Countries.

The draw will be made by SCP MORAU, LAGUERRE-CAMY, bailiff in Saint Jean de Luz (France) on February 7th 2020 among the properly registered contestants.

It is expressly agreed that the data in the information systems owned by the Organising Company or its technical service providers have evidentiary weight in terms of login data and in determining the winner.

The winner will be directly informed on their email address from where they have been entered, within 48 hours of the draw. No message will be sent to non-winning contestants.

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 potential winner must respond to the Organising Company's or its designee's notification email and provide all requested information by February 28th 2020. If a 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.

The winners 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 to receive and claim any prize. The winners shall authorize all checks regarding their identity and their domicile.

If a 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 any 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 winners.

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

Article 5

5.1 – Phase 1: goodies

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

Winner(s)	Brand	Category	Référence	Material description	Unit price (€)
830	Roxy	Voucher	-	10€ discount no minimum purchase	10
38870	Roxy	Voucher	-	15€ discount for purchase equal or higher 75€	15
150	Roxy	Beanie	ERJHA03628	1 beanie for free for each purchase on the Site	19,99
150	Roxy	Scarf	ERJAA03643	1 scarf for free for each purchase on the Site	42,99

The goodies will be provided as the following way:

- **The winners will receive the voucher on their email address;**
- **To be able to receive their beanie/scarf, within the limit of available stocks, the winners will:**
 - o **receive a promotion code on their email address;**

- have to buy at least one item (i) from the Site where they have registered and enter their promotion code, or (ii) in Participating Shops and give their promotion code;
- Then, the goodies will be given to the winners with their item that they bought;

The winners have to use their promotion code and voucher, only once, before February 1st 2020. If they do not, the goodies will be definitely canceled.

5.2 – Phase 2 Chamonix Prize

The winner picked at the draw among the properly entered contestants will win:

- one (1) week stay (8 nights and 7 days) for two (2) people at Chamonix (France) valued at 10'900 EUR including:
 - The transport round trip flight within a limit of an amount of 800 EUR /flight/person. Flight departure from the nearest airport to the winner's place of residence;
 - The accommodation within a limit of an amount of 1'200 EUR;
 - Ski/snow technical material within a limit of an amount of 560 EUR;
 - 7-days ski pass for 2 persons valid for the 2020/2021 winter season within a limit of an amount of 480 EUR;

The date of the stay will be chosen according to availability of the winner and the accommodation but excluding school holidays 2020/2021;

and

- two (2) skiing outfits (Jackets + Pants) valued at 800 EUR maximum per outfit, as two (2) promotions codes, to be used on the 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 have to use their promotions codes before May 1st 2021. If a winner does not, such part of the Chamonix Prize will be definitely canceled.

(designated the “Chamonix Prize”).

Article 6

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

Prizes Conditions:

- a. Any 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 any prize for an alternative prize of equal or greater value in the Organising Company's sole and absolute discretion. The prizes have no cash value and cannot be exchanged/redeemed for cash.

- b. The Companies shall not under any circumstances be held liable for any delay in awarding the prizes or in the event that the winners cannot be awarded a prize for reasons beyond the control of the Companies. If a prize cannot be sent by post, the terms for accepting the prize will be specified to the winners in the prize confirmation by email or by any other means at the convenience of the Organising Company.
- c. The vouchers and promotional codes will be provided either by the Participating Shops or by the ecommerce team from the head office in Saint Jean de Luz.

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 resulting from Entry into the Contest, or receipt, acceptance, possession or use and/or misuse of the prizes. 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 winners.

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.

Article 8

Contestants represent and warrant to the Companies that their Entry is not libelous, slanderous, obscene and do not plagiarize; and that the Companies' use of the Entry 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 winners' 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 Facebook™ and Instagram™ 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. 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 **February 1st 2020** 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 Organising 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 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 winners 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 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 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.com/customer-service-safety-security-and-privacy-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,
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.

Appendix 1 – Participating Shops and number of Golden Tickets

<i>Participating shops</i>	<i>Golden Tickets</i>
GERMANY	1935
QS BERLIN ALEXA 2	552
QS MUNICH	352
QS MUNICH PASING	238
QS STUTTGART	486
QS WEITERSTADT	307
SPAIN	1683
BOARDRIDERS BARCELONETA	419
QS FERROL	260
QS MADRID FUENCARRAL	205
QS MARBELLA LA CANADA	222
QS SAN SEBASTIAN	332
QS VIELHA	245
FINLANDE	298
QS VANTAA JUMBO	298
FRANCE	15208
ANDASKA BRIANCON	356
BOARDRIDERS ANGLÉT	957
BOARDRIDERS CAMPUS162	615
BOARDRIDERS CAPBRETON	376
BOARDRIDERS CHAMONIX	668
QS ANGLÉT RAINBOW	126
QS ANGOULEME	239
QS ANNEMASSE ETREMBIERES	314
QS AVIGNON	189
QS BIARRITZ PARME	105
QS BIARRITZ PLAGÉ	76
QS BORDEAUX	83
QS GRENOBLE	699
QS HOSSEGOR	148
QS LE HAVRE	496
QS LYON ECULLY	1041
QS MARSEILLE TERRASSE DU PORT	534
QS MONTELLIER ODYSSEUM	1185
QS NANTES	652
QS NICE CAP 3000	519
QS PARIS BELLE EPINE	248
QS PARIS CARRE SENART	245
QS PARIS LES HALLES	354
QS PAU PALAIS	570
QS RENNES	360
QS ST JEAN DE LUZ	264
QS STRASBOURG	195
QS TIGNES VAL CLARET	202
QS TOULOUSE GRAMONT	265
QS TOULOUSE PORTET	386
QS TOULOUSE REMUSAT	449
QS TOURS	163
ROXY BIARRITZ	203
ROXY BORDEAUX	974
ROXY HOSSEGOR	372
ROXY LORIENT	493
ROXY OUTDOOR FITNESS	85
ITALY	701
QS MARINA PIETRASANTA	159
QS ROME EUROMA 2	270
QS ROME PORTA DI ROMA	244
QS TORBOLE	28
PORTUGAL	1175
BOARDRIDERS ERICEIRA	773
QS CARCAVELOS	402