



“Win a Wardrobe” Sweepstakes

Official Rules

NO PURCHASE NECESSARY. PURCHASE WILL NOT INCREASE ODDS OF WINNING.

- 1. Sweepstakes Timing:** The Win a Wardrobe Sweepstakes (“Sweepstakes”) begins at 12:00 A.M. Pacific Time (“PT”) on September 16, 2020 and ends at 11:59 P.M. Pacific Time (“PT”) on October 16, 2020 (the “Sweepstakes Period”). The time shall be determined by Sponsor’s timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.
- 2. Eligibility:** Participation in this Sweepstakes constitutes entrant’s full and unconditional acceptance of these Official Rules. The Sweepstakes is open to legal residents of the 49 United States (including the District of Columbia and excluding Rhode Island) and Puerto Rico, who are 18 years of age or older as of the date of entry. VOID WHERE PROHIBITED BY LAW. Employees of Boardriders Wholesale, LLC (“Sponsor”) and its parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Sweepstakes (collectively, the “Sweepstakes Entities”), and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or those living in the same household) of Sponsor or any Sweepstakes Entities are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, provincial and local laws. By entering and/or participating, each entrant agrees to be bound by these Official Rules and Sponsor’s Privacy Policy as set forth in these Official Rules. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible.
- 3. How to Enter:** During the Sweepstakes Period, you may enter in the following way (any such entry, an “Entry”):
 - (a) Free Online Entry:** You may submit an online entry to this Sweepstakes by visiting <https://www.roxy.com/womens-collection-easy-breezy/> and completing the online entry form during the Sweepstakes Period with your name, date of birth, state of residence, email address and related information (“Online Entry”). Limit one (1) Online Entry per person, per email account, per household during the Sweepstakes Period regardless of method of initial entry. Any attempts by an entrant to submit more than one (1) Online Entry per person, per email account, per household during the Sweepstakes Period (regardless of method of entry) will result in such entrant being disqualified. Each Online Entry will be deemed submitted by the authorized account holder of the email address submitted with the Entry.
 - (b)** All Entries must be received by no later than 11:59 PM PT on October 16, 2020.
- 4. Winner(s) Selection/Odds of Winning:** The winner(s) of this Sweepstakes will be selected in a random drawing conducted by the Sponsor or its designee, on or about November 6, 2020 based on eligible Entries submitted during the Sweepstakes Period. A potential 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. Odds of winning a prize is dependent upon the number of eligible Entries received during the Sweepstakes Period.
- 5. Winner Notification:** Potential winner will be notified by email and/or phone call from Sponsor on or about November 16, 2020. Potential winner must respond to the notification message and provide all requested information within forty-eight (48) hours of the first contact or attempted contact from Sponsor or the potential prize may be forfeited. To claim any prize, Sponsor may require winner (or such winner’s parent/guardian if entrant is under the age of majority in such entrant’s jurisdiction of residence) to complete, sign, and return an Affidavit of Eligibility/Liability Release/Publicity Release forms and other applicable documents, which may

require a social security number and may need to be notarized, before claiming any prize. A potential 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. All required documents must be completed and returned to Sponsor within five (5) days of the date and time listed on the documents. At Sponsor's discretion, winner may be required to produce picture or some other form of proper identification to claim any prize. Sponsor reserves the right to substitute any prize with a prize of equal or greater value. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified, fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, Sponsor may select an alternate winner via random drawing from among the remaining eligible entries or such alternate method as solely determined by Sponsor. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

6. Prize(s) and Approximate Retail Values ("ARVs"):

One (1) prize (the "Prize") will be awarded in this Sweepstakes. The Prize shall consist of one (1) One Thousand Dollar (\$1,000) voucher redeemable at www.roxy.com. Total ARV of the Prize to be awarded in this Sweepstakes is One Thousand Dollars (\$1,000 USD). Sponsor reserves the right to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason.

All prizes are "AS IS" without any warranty of any kind, express or implied. Any redeemable gift card is subject to additional terms and conditions, has no cash value, and can only be used for merchandise online at Sponsor's website. No substitution, exchange or transfer of prizes will be made or is permitted except in Sponsor's sole discretion.

7. Publicity & Marketing: Submission of an entry in the Sweepstakes constitutes permission, but not the obligation, to the Sponsor to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, email address, etc. during entry constitutes permission for Sponsor to use entrant's personal information for purposes of administration of the Sweepstakes and for other purposes permitted by Sponsor's Privacy Policy located at <https://www.roxy.com/customer-service-safety-security-and-privacy-privacy-policy.html>. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails). You (and your parent/guardian if you are under the age of majority in your jurisdiction of residence) understand that you are providing your information to Sponsor. The information you provide to Sponsor will only be used in accordance with Sponsor's Privacy Policy.

8. General Terms: Decisions of Sponsor on all matters related to the Sweepstakes are final and binding. All federal, state, provincial and local taxes, related to the prizes, are the sole responsibility of the winners. Sweepstakes Entities do not warrant that access to the Sweepstakes will be uninterrupted. The Sweepstakes Entities are not responsible for, including but not limited to, technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any human error which may occur in the processing of the Entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Sweepstakes. The Sponsor 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 Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO ANY FRAUDULENT CLAIMS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND

DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor reserves the right to cancel or modify this Sweepstakes and to disqualify any entrant for any reason, in its sole discretion, including (but not limited to) if, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. If such cancellation occurs, Sponsor reserves the right to select the winner from among all eligible entries. 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.

- 9. Releases:** By entering this Sweepstakes, you (and your parent/guardian if you are under the age of majority in your jurisdiction of residence) agree to release, discharge and hold harmless Sponsor, each other Sweepstakes Entity, and their respective directors, officers, employees, agents and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Sweepstakes or any Sweepstakes-related activities (including, without limitation, events, travel, etc.) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any non-compliance by you with these Official Rules; acceptance, possession, misuse or use of any prize; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.
- 10. Disputes:** Except where prohibited, each entrant (and entrant's parent/guardian if entrant is under the age of majority in such entrant's jurisdiction of residence) agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
- 11. Winner List:** To obtain the winners' names send a self-addressed, stamped envelope to: Boardriders Wholesale, LLC, 5600 Argosy Circle, #100, Huntington Beach, CA 92649 Attn: Win a Wardrobe Roxy Sweepstakes with a written request by February 16, 2021.
- 12. Third Party Platforms:** The Sweepstakes is in no way sponsored, endorsed, administered by or associated with Pinterest, Twitter, Facebook or Instagram (collectively, the "Social Network"). By participating, you (and your parent/guardian if you are under the age of majority in such your jurisdiction of residence) release the Social Network 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 your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any questions regarding this Sweepstakes should be directed to Sponsor.