

EDDIE AIKAU TWITTER TRIVIA CONTEST– OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED BY LAW.

1. **Who Can Enter:** Legal residents of the United States or Canada, 13 years of age or older, are eligible to participate in Quiksilver's Eddie Aikau Twitter Trivia Contest (the "Contest"). Employees, officers, principals, directors or agents of Quiksilver, Inc., or its subsidiaries or affiliates (collectively, the "Contest Sponsor"), and members of their households or immediate families, are not eligible to participate.

2. **How to Enter:** To enter, participants must visit Quiksilver's Twitter page at <http://www.twitter.com/QuiksilverUSA> (the "Site"); use of the Site requires agreement to Twitter's terms of use. During the Contest Period (as herein defined), Contest Sponsor will choose, in its sole discretion, random times to post trivia question(s) on the Site regarding any of the following topics: (1) the Quiksilver In Memory of Eddie Aikau Contest (the "Event"); (2) Eddie Aikau; (3) the Event invitees; (4) the Event alternates; (5) past Event winners; (6) wave scores from previous Events (7) or any other topics Quiksilver chooses in its sole discretion. The first participant to "tweet" the correct answer to a trivia question to "@QuiksilverUSA" will win. Entries will be deemed to have been submitted by the registered account holder of the Twitter user name that submitted the entry. Entrants using more than one (1) Twitter account to enter the Contest will be disqualified. **Limit one (1) entry per trivia question per person. Multiple entries using the same Twitter account will not be accepted. Email and/or handwritten entries will not be accepted.** Nothing herein shall require Contest Sponsor to post a minimum number of trivia questions during the Contest Period.

3. **Contest Dates:** The Contest will be conducted between 12:00:00 a.m. Pacific Time on November 29, 2011 ("Contest Open Time") and 11:59 p.m. Pacific Time on February 29, 2012 ("Contest Close Time") (collectively, the "Contest Period"). During the Contest Period, trivia question(s) will be posted on the Site by Contest Sponsor at random at any time between the Contest Open Time and the Contest Close Time. Any entries that are incomplete, late or include foul, lewd or inappropriate content will not be considered.

4. **Prizes:** The first participant to "tweet" the correct answer to the trivia question(s) posted by Contest Sponsor on the Site during the Contest Period to "@QuiksilverUSA" will win. This Contest is a game of skill. Chance plays no part in determining the winners. Participant's tweets will be individually judged on their merits by the Contest Sponsor (the "Judges") in their sole discretion and such decisions will be final and binding. All prize selections for the Contest will be held at Contest Sponsor's headquarters located in Huntington Beach, CA. The winners will be announced within 48 hours of submission of winner's response. Winner(s) will be notified via email or via direct message on Twitter. In Contest Sponsor's sole discretion, winner(s) will receive one (1) of the following items: (i) one (1) Event hat; (ii) one (1) Event t-shirt; (iii) Event stickers; or (iv) one (1) pair of Event boardshorts. The hat has an approximate retail value of \$20.00; the t-shirt has an approximate retail value of \$20.00; the stickers have an approximate retail value of \$5.00; and the boardshorts have an approximate retail value of \$55.00. No substitution, exchange or transfer of prizes will be made or is permitted. Sponsor reserves the

right to substitute a prize for an alternative prize of equal or greater value in Sponsor's sole and absolute discretion.

5. **Odds of Winning:** 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.

6. **Winner Notification:** The winners will be notified via e-mail or via direct message on Twitter within 48 hours of submitting their answer to the trivia question. The winners will be required to respond to the e-mail notification or the direct message on Twitter to acknowledge receipt of Contest Sponsor's notification and awarding of prizes. If no response is received by Contest Sponsor from winner within three (3) calendar days following the prize notification email, the prize will be awarded to a replacement winner to be determined by the Contest Sponsor in the Contest Sponsors' sole and absolute discretion. Prior to being awarded any prize, winners will be required to show proof of age and complete, sign and return a prize affidavit, release and license agreement as well as any other documents required by Contest Sponsor, in its sole discretion. The prize will be mailed to the winner's address by regular mail as set forth on the entry form and after the winner responds to the initial email or Twitter notification and satisfies all eligibility requirements. All decisions of the Contest Sponsor about the winners are final, binding and non-appealable. Contest Sponsor is 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 a winner.

7. **Limits of Liability:** Entrant acknowledges and agrees that Contest Sponsor has no responsibility whatsoever for injuries, losses, or damages of any kind that result from entrance into the Contest or receipt, acceptance, possession, or use of any prize. Contest Sponsor assumes no liability for lost or misdirected entry forms regardless of the circumstances. Contest Sponsor reserves the right to cancel the Contest at any time if the integrity of the Contest is, in Contest Sponsor's sole and absolute discretion, compromised in any way. Any attempt to deliberately damage the Site or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

All entries become the sole property of Contest Sponsor, and Contest Sponsor assumes no responsibility for any (i) lost, stolen, delayed, damaged or misdirected entries or for any failure of the Twitter website during the Contest period, or (ii) any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure or delay of any e-mail or entry to be received by Contest Sponsor on account of technical problems or traffic congestion on the internet or at any website, or (iii) any combination thereof including, but not limited to, any injury or damage to an entrant's or any other person's computer or other equipment related to or resulting from entrant's participation in the Contest.

Except where prohibited, entrant hereby expressly and irrevocably agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate courts in Orange County, 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 Contest, shall be governed by, and construed in accordance with, the laws of 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 State of California.

8. Indemnification: Entrant agrees to indemnify and hold harmless Contest Sponsor from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from any allegation that any materials that entrant submits to Contest Sponsor infringe or otherwise violate the rights of, or defame, any third party.

9. Winner Responsibilities: The winner is solely responsible for the reporting and payment of any tax liabilities incurred as a result of or relating to the awarding or use of any prize. Entry into the Contest shall be deemed to be entrant's consent and authorization to (i) the use of entrant's name, address (city and state only) and any other information submitted by entrant for commercial, advertising and promotional purposes without further compensation, unless prohibited by law, and (ii) the use of entrant's address to receive marketing and other emails from Contest Sponsor and its affiliates. In addition, by entering the Contest, entrants affirm that they have read, understood and accepted these Official Rules.

10. Winner Publicity: The Contest Sponsor will publish the first name, last name and location (city/state) of each winner on the website located at www.quiksilver.com as well as Contest Sponsor's blog, facebook page, twitter account and other social media outlets as determined by Contest Sponsor, in its sole discretion. To obtain the winners' names, send a self-addressed, stamped envelope to:

Quiksilver, Inc.
Attn: Quiksilver's Eddie Aikau Twitter Trivia Contest
15202 Graham Street
Huntington Beach, CA 92649, with a written request by April 1, 2012

11. Official Rules: For a copy of these Official Rules, send a self-addressed stamped envelope to:

Quiksilver, Inc.
Attn: Quiksilver's Eddie Aikau Twitter Trivia Contest
15202 Graham Street
Huntington Beach, CA 92649, with a written request by April 1, 2012

12. General: This Contest is subject to all applicable federal and state laws and regulations. By entering the Contest participants agree to be bound by these Official Rules and by the decision of the Contest Sponsor, which shall be final on all matters relating to this Contest. This Contest shall be void where prohibited by law.

13. **Privacy:** Contest Sponsor may use any of the entrant's personal information submitted in connection with this Contest per the terms of the privacy policy located at www.quiksilver.com.