

## QUIKSILVER MOMENTS CONTEST– OFFICIAL RULES

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

1. **Who Can Enter:** Any legal resident of the 50 United States and the District of Columbia (the "Eligibility Area") 13 years of age or older is eligible to participate in the "Quiksilver Moments Contest" (the "Contest"). Do not proceed further in this site or these materials and do not enter or attempt to enter the Contest if you are not located in the Eligibility Area. Employees, officers, principals or directors of Quiksilver, Inc., and its subsidiaries, affiliates, advertising and promotional agencies (collectively, the "Sponsor"), and their households or immediate family members and/or those living in the same household with any of them, are not eligible to participate.

2. **How to Enter:** This Contest is made up of individual weekly contests (the "Weekly Contests") that will each take place during the Contest Period (as defined below). To enter, participants must (i) have a registered account for the Instagram application ("Instagram"), (ii) follow Quiksilver's official profile (user name "QuiksilverUSA") on Instagram, and (iii) using Instagram upload/post one (1) original photo of entrant's favorite moment that he/she has shared with Quiksilver and include in the photo comments section "#QuiksilverMoments" (each a "Submission"). Submissions must be submitted in the format(s) accepted on Instagram and must be created solely by the entrant. Furthermore, Submissions must comply with Instagram's terms of use and these Official Rules. Submissions that do not comply with Instagram's terms of use or these Official Rules may be disqualified in Sponsor's sole discretion. All entries that are incomplete or late will be disqualified. Entries will be deemed to have been submitted by the registered account holder of the Instagram account that submitted the entry. Entrants using more than one (1) Instagram account to enter the Contest will be disqualified. **Limit one (1) entry per person during each Weekly Contest Period. If multiple entries are received from the same Instagram account during a single Weekly Contest Period, only the first entry received will be accepted.**

3. **Contest Dates:** During the period commencing March 9, 2012 and ending April 15, 2012 ("Contest Period"), each Weekly Contest will commence at 12:00:01 AM (Pacific Standard Time) on Fridays and end the following Thursday at 11:59:59 PM (Pacific Standard Time) or as otherwise specified in this Section 3 ("Weekly Contest Period"). Any entries that are incomplete or late will be disqualified.

Week 1: Starts Friday, March 9, 2012 – Ends Thursday, March 15, 2012 - Winner Announced on or around Wednesday, March 21, 2012

Week 2: Starts Friday, March 16, 2012 – Ends Thursday, March 22, 2012 - Winner Announced on or around Wednesday, March 28, 2012

Week 3: Starts Friday, March 23, 2012 – Ends Thursday, March 29, 2012 - Winner Announced on or around Wednesday, April 4, 2012

Week 4: Starts Friday, March 30, 2012 – Ends Thursday, April 5, 2012 - Winner Announced on or around Wednesday, April 11, 2012

Week 5: Starts Friday, April 6, 2012 – Ends Sunday, April 15, 2012 - Winner Announced on or around Wednesday, April 18, 2012

#### **4. Prizes:**

##### **WEEKLY WINNERS**

One (1) winner (each a “Weekly Winner”) will be selected for each Weekly Contest to win the Weekly Prize on or around the dates as specified in Section 3 above by Sponsor’s judging panel (“Judging Panel”), which Panel will be determined in Sponsor’s sole discretion, from all eligible entries received during each Weekly Contest Period for a total of five (5) Weekly Winners during the Contest Period. Eligible entries will be individually judged on their merits, based on originality and creativity by the Judging Panel in its sole discretion and the Judging Panel’s decisions will be final and binding. After each Weekly Contest, the pool of eligible entries is cleared out and new entries will be accepted for the next Weekly Contest Period. Each Weekly Winner will receive one (1) pair of Quiksilver boardshorts. Each Weekly Prize has an approximate retail value (“ARV”) of \$62.00.

##### **GRAND PRIZE**

Three (3) winners will be awarded the Grand Prize. The Grand Prize winners will be selected by the Judging Panel in its sole discretion from among all eligible entries received during the Contest Period. Eligible entries will be individually judged on their merits, based on originality and creativity by the Judging Panel in its sole discretion and the Judging Panel’s decisions will be final and binding. The Grand Prize winners will be announced on or about April 25, 2012. Each Grand Prize winner will receive one (1) Quiksilver surfboard. The Grand Prize has an ARV of \$1,100.00 USD. ARV of the Grand Prize may vary depending on the specific style of surfboard awarded.

This Contest is a game of skill, and chance plays no part in determining the winners. All prizes are “AS IS” without any warranty of any kind, express or implied. No substitution, exchange or transfer of prizes will be made or is permitted. The prize selections for the Contest will be held at Sponsor’s headquarters located in Huntington Beach, CA.

Prizes will be awarded to the person(s) submitting the entry, provided they certify and establish to Sponsor’s satisfaction that they are the owner(s) of the entry and further provided that they have complied with these Official Rules and have signed all necessary forms and releases as determined by Sponsor, in its sole 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:** Each Contest winner will be notified via Instagram comment within 48 hours after determination of the winners. The winners will be required to respond to any such Sponsor notification in the manner requested by Sponsor to acknowledge receipt of Sponsor's notification and awarding of prizes. Winners will be required to provide to Sponsor their first name, last name, mailing address, telephone number and email address in order to claim any prize. If no response is received by Sponsor from winner within seven (7) calendar days of delivery of the prize notification from Sponsor, the prize will be awarded to a replacement winner to be determined by the Sponsor in the Sponsor's 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 and release agreement, as well as any other documents required by Sponsor, in its sole discretion, to claim the prize. If all required documents are not signed and delivered prior to the time of awarding of a prize, it will result in a forfeiture of the prize and the prize may be awarded to an alternate winner selected by Sponsor by a method determined by Sponsor, in its sole discretion. Any winner who is under the age of majority in the jurisdiction in which he/she resides will be required to have written parental consent to the entrant's entrance, awarding, acceptance and receipt of the prize, and to all of the conditions and terms set forth in these Official Rules.

**7. Intellectual Property:**

i.) Sponsor does not guarantee that any Submission will be made available on Instagram or will be viewed or viewable by any Instagram users and is under no obligation whatsoever to make any Submission available for viewing on Instagram or otherwise. Sponsor is not responsible for any Submission that is not successfully received, and is also not responsible for any Submission that is lost, damaged, incomplete or misdirected, in whatever format or for whatever reason, under any circumstances.

ii.) All Submissions must be the entrant's sole, original work and free and clear of any encumbrances or liens and must not subject to any third-party agreements or arrangements that would interfere with their use. Entrants may not copy or otherwise plagiarize Submissions from any source. Any Submission that violates or infringes (or may infringe) any copyright, trademark, logo, or other proprietary right of any person living or deceased (including but not limited to, rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable in Sponsor's sole discretion, will not be considered and may be disqualified. Submissions that are lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, not consistent with Sponsor's image, or that otherwise contain inappropriate content or objectionable material as determined by Sponsor in its sole discretion will be disqualified. If, in Sponsor's sole discretion, any Submission appears to have resulted in any property damage, injury or bodily harm, it will be rejected.

(iii) By entering the Contest, you hereby grant the Sponsor, its affiliates, subsidiaries, assigns, licensees, and legal representatives the unrestricted, absolute, perpetual, royalty-free, worldwide right (but not the obligation) and license to use, copy, modify, edit, create derivative works from, display, transmit, perform, distribute, publish, exhibit and otherwise use the submitted Submissions for any and all purposes, in any and all media or form of communication, whether now existing or hereafter developed, including on the Contest site and any websites owned by

Sponsor, its affiliates or anyone acting with Sponsor's authority. Entry in the Contest constitutes permission to the Sponsor, its affiliates and their agencies to use entrants' names, voice, likeness, age, city, state and/or image and Submissions for any and all purposes in any and all media, including, but not limited to, for advertising and trade, without further compensation, unless prohibited by law. You hereby waive any and all rights that exist in your Submission(s) or any portion or element thereof, and any derivative works made therefrom. Without limiting the foregoing or anything else contained herein, Sponsor shall expressly have the unrestricted right to crop, splice, treat and edit all Submissions and any portion thereof at its sole discretion, and each entrant waives the right to inspect or approve the finished product, now and in the future, whether that use is known or unknown to entrant. You represent and warrant that: (i) all rights to the Submission are original to you and the Submission and that you have the unrestricted right to use all of the same as permitted herein and that the Submission does not and shall not infringe on any copyright, trademark or any other third party right nor violate any applicable law or regulation, (ii) you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Submission, free and clear of all claims and encumbrances, without violating the rights of any person or entity, including, but not limited to, any right to privacy or publicity, and (iii) you hereby hold the Sponsor and its affiliates harmless from and against any third party claim arising from use of the Submission and you waive any right to inspect or approve any uses of the Submission or to be compensated for any such uses.

**8. Limits of Liability:** Except where prohibited by law, by participating, each entrant acknowledges and agrees that the Sponsor, those involved in the development, production (including prize suppliers), implementation, and distribution of this Contest and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or Contest (the "Released Parties"), shall not be liable in any manner for any and all claims, injuries, losses, or damages of any kind, including but not limited to any third party claims, injuries, losses or damages, arising from, relating to or resulting from, in whole or in part, this Contest, including, but not limited to, entry and participation in this Contest and acceptance, possession, use or misuse of prizes. Except where prohibited, entrants further agree that in the event of any third party claims, injuries, losses or damages arising from or relating to this Contest, they will indemnify the Released Parties, and each of them, from any and all such claims, injuries, losses and damages, including any attorney's fees and costs related thereto. Without limiting the foregoing, entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, if any, and in no event shall the Released Parties be liable for attorney's fees and, except where prohibited by law, entrant waives the right to claim any other damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Sponsor reserves the right to cancel the Contest at any time in the sole discretion of Sponsor, including, but not limited to, if the integrity of the Contest is, in Sponsor's sole and absolute discretion, compromised in any way, or in the event that any viruses, bugs or other causes beyond Sponsor's control corrupt the administration, security or proper play of the Contest. Sponsor further reserves the right to modify the rules of the Contest in any way at any time, as

long as reasonable notice is given. Sponsor reserves the right to substitute an alternative prize of equal or greater value for any prize in Sponsor's sole and absolute discretion.

All entries become the sole property of Sponsor, and Sponsor assumes no responsibility for any (i) lost, stolen, delayed, damaged or misdirected entries or for any failure of the Contest 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 email or entry to be received by 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. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Sponsor reserves the right to disqualify anyone (i) not fully complying with the Official Rules or meeting the eligibility and participation criteria in Sponsor's sole discretion, (ii) tampering with the entry process, or (iii) found to be acting in an unsportsmanlike or disruptive manner or with the intent to annoy, harass, abuse, or threaten any other person.

Except where prohibited, entrant 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 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 and/or the Released Parties 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.

**9. Winner Responsibilities:** Each 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 Sponsor. In addition, by entering the Contest, entrants affirm that they have read, understood and accepted these Official Rules.

**10. Winner Publicity:** Sponsor will publish the first name, last name (or initial) and location (city/state) of each winner on the Contest website. To obtain the winners' names, send a self-addressed, stamped envelope to:

“Quiksilver Moments Contest”  
c/o Quiksilver, Inc.  
15202 Graham Street

Huntington Beach, CA 92649

with a written request by June 1, 2012.

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

“Quiksilver Moments Contest”  
c/o Quiksilver, Inc.  
15202 Graham Street  
Huntington Beach, CA 92649

with a written request by June 1, 2012.

12. **General:** This Contest is subject to all applicable federal, state, provincial and local laws and regulations. By entering the Contest participants agree to be bound by these Official Rules and by the decision of Sponsor, which shall be final on all matters relating to this Contest. This Contest shall be VOID WHERE PROHIBITED BY LAW.

13. **Privacy:** 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](http://www.quiksilver.com).