

QUIKSILVER AND OLLOCLIP'S GIVEAWAY– OFFICIAL RULES

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

1. **Who Can Enter:** Any person 13 years of age or older is eligible to participate in Quiksilver, Inc. and Olloclip's Giveaway (the "Contest"). Employees, officers, principals, directors or agents of Quiksilver, Inc., Premier Systems USA, Inc. or their respective 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, entrant must capture an original image of entrant or entrant's friend skateboarding (the "Photo"). Entrant must then upload the Photo to entrant's Instagram account with all of the following tags: "#QuikandOlloclip, @quiksilver and @olloclip" (requires agreement to Instagram's terms of use). Entrants may enter the Contest more than one once, but each entry must be under a different Photo. In order for a Photo to qualify for entry it must be submitted during the Contest Period, as defined below. Any Photo that is late or includes foul, lewd or inappropriate content or content that is not original to the entrant, as determined by Contest Sponsor in its sole discretion, will not be considered.

3. **Contest Dates:** The entry must be submitted between 12:00:00 AM PST on November 13, 2012 ("Contest Open Time") and 11:59:59 PM PST on December 2, 2012 ("Contest Close Time"). The Contest will begin at the Contest Open Time and end exactly at the Contest Close Time, collectively the "Contest Period."

4. **Prizes:** Four (4) winners will be chosen as prize winners. This Contest is a game of skill and chance plays no part in determining the winners. Photos will be individually judged on their merits by the Contest Sponsor (the "Judge") in its 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, California. Four (4) winners will be notified on December 3, 2012 through a comment made by Contest Sponsor on the winning photo. Contest Sponsor will consider all Photos properly submitted prior to the selection of the winner each week. The winning Photos will be posted on Contest Sponsor's Mountain and Wave blog, at www.blog.quiksilver.com, on Contest Sponsor's Twitter, Facebook and Instagram pages. The winners will receive: (i) one (1) Olloclip *iPhone 4S/4 / iPod touch 4th Generation* lens; and (ii) one (1) Quiksilver skate prize pack, which will include one: T-shirt, button up shirt, pair of jeans, hat, jacket and pair of shoes (in such styles and sizes as determined by Quiksilver in its sole discretion). The prize has a retail value of \$250.00 U.S. Dollars. 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. 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 a comment made by Contest Sponsor on the winning photo within 48 hours of awarding of prizes (which is currently anticipated to

occur on or about December 3, 2012). The winners will be required to respond to the notification 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 message, the prize will be awarded to a replacement winner if such other eligible and suitable entries exist, as determined by the Contest Sponsor in the Contest 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, release and license agreement, intellectual property assignment as well as any other documents required by Contest Sponsor, in its sole discretion, for winner to claim the prize. The prize will be mailed to the winner's address by regular mail as set forth on the entry form or e-mailed to the winner after the winner responds to the initial email 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. Intellectual Property:

i.) By submitting a Photo for consideration in the Contest, entrant represents and warrants to Contest Sponsor that he/she has the right and authority to convey the rights granted hereunder; that the Photo and its content are original and free and clear of any encumbrances or liens and is not subject to any third-party agreements or arrangements that would interfere with their use; that the Photo is not libelous, slanderous, obscene and does not plagiarize; that the exercise of rights herein granted will not infringe upon any copyright, trademark, right of privacy or any other rights whatsoever of any third party; and that the Photo or any content therein has never previously been published. Each entrant shall hold Contest Sponsor harmless and shall indemnify Contest Sponsor for all costs and expenses (including reasonable attorney fee's) 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 such entrant.

ii.) By participating in the Contest, each entrant grants Contest Sponsor the exclusive, worldwide, royalty free, perpetual right and license to publish and display the Photo on the Contest Sponsor's social media pages (including without limitation Facebook, Instagram, Pinterest, Twitter and Tumblr) and on any other website, location or medium selected by Contest Sponsor.

iii.) If an entrant's Photo is selected as one of the winners as defined in Section 4 above, solely in consideration for the prizes offered in connection with the Contest, such entrant hereby assigns to Contest Sponsor, its licensees and assignees all rights, title, and interest in and to the Photo in perpetuity. In that respect, such entrant shall execute and deliver to Contest Sponsor such instruments of transfer and take such other action as Contest Sponsor may reasonably request, including, without limitation, executing and filing, at Contest Sponsor's expense, copyright applications, assignments, and other documents required for the perfection and protection of Contest Sponsor's rights in and to the Photo. In addition to the transfer and assignment of all rights, title and interest, including without limitation, all rights of copyright in and to the Photo as set forth in this paragraph, such entrant (on behalf of his/her successors and assigns) hereby waives any and all rights he/she may have to terminate such transfers and assignments pursuant to any statutes, regulations or otherwise (including, without limitation,

Section 203 of the Copyright Act of 1976 (as amended)). Except as set forth herein, the winners will not be entitled to any other consideration related to this Contest or the winning Photo.

iv.) If a Photo is not selected as a winner of the Contest, the entrant is free to use his/her Photo for any commercial purpose, provided that such Photo does not incorporate, in any manner whatsoever, any trademark or other intellectual property right of Contest Sponsor.

v.) Without limiting other remedies, Contest Sponsor may at its sole discretion remove any Photo from publication and/or dissemination.

vi.) Photos may be modified in any way whatsoever by Contest Sponsor or its agents and entrants hereby waive any and all attribution and integrity rights with regard to the Photo whether arising under the law of any state of the United States, United States federal law, or the law of any other country.

8. Limits of Liability Entrant acknowledges and agrees that Sponsor is not advocating or suggesting the performance of dangerous tricks, tricks above entrant's skill level or tricks that should only be performed by a professional. Entrant acknowledges and agrees that Contest Sponsor has no responsibility whatsoever for injuries, losses, or damages of any kind that result from the creation of an entry or 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 any website or to undermine the legitimate operation of this Sweepstakes 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 website during the Contest period, or (ii) any problems or technical malfunctions of any mobile device, tablet, 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, mobile device, tablet 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.

9. 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 copyright, trademark, trade secret or other intellectual property or other rights of, or defame, any third party.

10. 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.

11. 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.blog.quiksilver.com as well as Contest Sponsor's facebook page, twitter account, instagram account, pinterest Account and other social media platforms 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 and Olloclip's Giveaway
15202 Graham Street
Huntington Beach, CA 92649, with a written request by March 1, 2013.

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

Quiksilver, Inc.
Attn: Quiksilver and Olloclip's Giveaway
15202 Graham Street
Huntington Beach, CA 92649 with a written request by March 1, 2013.

13. General: This Sweepstakes is subject to all applicable federal and state laws and regulations. By entering the Sweepstakes 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 Sweepstakes. This Sweepstakes shall be void where prohibited by law.

14. Third Party Platforms: The Sweepstakes is in no way sponsored, endorsed, administered by or associated with Facebook, Twitter or Instagram. By participating, you release Facebook, Twitter and Instagram and their 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 information you submit on Facebook, Instagram and/or Twitter is to the Contest Sponsor and its third party service providers and not to Facebook, Instagram and/or Twitter.

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