

**QUIKSILVER, INC.'S WHEN WILL THE BAY CALL THE DAY CONTEST–  
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.'s When Will the Bay Call the Day 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, entrant must go to [www.quiksilver.com/eddie](http://www.quiksilver.com/eddie) (the "Contest Website") and fill out the entry form, including entrant's selection as to which day Quiksilver's In Memory of Eddie Aikau surf contest (the "Event") will begin during the Event waiting period which is scheduled to run from December 1, 2012 through February 28, 2012 (the "Event Waiting Period").

Submissions will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

3. **Contest Dates:** The entry must be submitted between 12:00:00 AM PST on November 1, 2012 ("Contest Open Time") and 11:59:59 PM PST on November 30, 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:** If the Event runs during the Event Waiting Period, up to five (5) winners will be awarded a prize. The first five (5) entrants that chose the correct start date will receive one (1) Event poster signed by Event invitees. If the Event does not run during the Event Waiting Period, Contest Sponsor will hold a random drawing to select five (5) winners. This Contest is a game of skill and chance plays no part in determining the winners. Entries will be individually judged on their merit 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. The prize has an approximate retail value of \$100.00 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 email from Contest Sponsor within 48 hours of awarding of prizes (which may or may not occur anytime during the Event Waiting

Period). 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. 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 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.

**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 copyright, trademark, trade secret or other intellectual property or other 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 Contest Website as well as Contest Sponsor's blog, 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's When Will the Bay Call the Day?  
15202 Graham Street  
Huntington Beach, CA 92649, with a written request by January 1, 2013.

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

Quiksilver, Inc.  
Attn: Quiksilver's When Will the Bay Call the Day?  
15202 Graham Street  
Huntington Beach, CA 92649 with a written request by January 1, 2013.

**12. 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.

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