## QUIKSILVER, INC.'S 8 WEEKS OF RADNESS/ WEEK 6 - GOPRO GIVEAWAY SWEEPSTAKES PROMOTION-OFFICIAL RULES

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

1. Who Can Enter: Any legal resident of the U.S. or Canada, 13 years of age or older, is eligible to participate in Quiksilver, Inc's 8 weeks of radness/week 6 - GoPro Giveaway Sweepstakes (the "Sweepstakes"). Employees, officers, principals, directors or agents of Quiksilver, Inc. or its subsidiaries or affiliates (collectively, the "Sponsor"), and members of their households or immediate families, are not eligible to participate.

2. **How to Enter**: Each entrant must register and complete the online entry form at <u>http://www.blog.quiksilver.com</u> (the "Sweepstakes Website"). The online entry form must be submitted between 12:00:00 a.m. Pacific Time on December 6, 2012 ("Sweepstakes Open Time") and 11:59:59 p.m. Pacific Time on December 11, 2012 ("Sweepstakes Close Time"). Any entries that are incomplete, late or not properly submitted will be disqualified.

3. **Sweepstakes Dates**: The Sweepstakes will begin at the Sweepstakes Open Time and end exactly at the Sweepstakes Close Time. The prize drawing will be held based on number of eligible Sweepstakes entries properly submitted, completed and received between the Sweepstakes Open Time and the Sweepstakes Close Time.

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

4. **Prizes**: One (1) winner will be chosen at random. The winner will receive one (1) GoPro Surf HD Hero 2 Camera; one (1) 16GB SD Camera Card; and one (1) Grab Bag Camera Mounts. The prize has an approximate retail value of \$359.97 USD. Sponsor is not responsible if potential winners are unable or unavailable to accept the prize. Sponsor reserves the right, in its sole discretion and for whatever reason, to add and/or substitute items to the prize based on availability. 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.

5. **Prize Drawings**: The winners will be selected in a random drawing conducted by Sponsor based on eligible entries form properly submitted between the Sweepstakes Open Time and the Sweepstakes Close Time. The winner will be chosen at random from online entries by a representative from Sponsor on December 14, 2012 at Sponsor's headquarters in Huntington Beach, California.

6. **Odds of Winning**: Each entrant's odds of winning are dependent on the aggregate number of eligible entries form properly submitted between the Sweepstakes Open Time and the Sweepstakes Close Time. No purchase of any kind is necessary in order to enter the Sweepstakes or win any prize, and chances of winning are not enhanced by making any purchases.

7. Winner Notification: The winner will be notified via e-mail within 48 hours of awarding of the prize. The winner will be required to respond to the e-mail notification to acknowledge receipt of the Sponsor's notification and awarding of the prize. If no response is received by Sponsor from the winner within three (3) calendar days following the prize notification email, the prize will be awarded to a replacement winner to be determined by Sponsor in its sole and absolute discretion. The winner will be required to prove eligibility to receive and claim any prize. Any winner who is under 18 years of age 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. 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 notification and satisfies all eligibility requirements. The winner must provide Sponsor with a delivery address that is capable of receiving and confirming receipt of the prize during normal business hours. All decisions of Sponsor about the winner are final, binding and nonappealable. 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. It is the sole responsibility of the entrant to notify Sponsor in writing if the entrant changes his/her contact information. (To do so, write to: Quiksilver, Inc's8 weeks of radness/week 6 GoPro Giveaway Sweepstakes, c/o Quiksilver, Inc., 15202 Graham St., Huntington Beach, CA 92649).

8. Limits of Liability: Entrant acknowledges and agrees that Sponsor has no responsibility whatsoever for injuries, losses, or damages of any kind that result from entrance into the Sweepstakes or receipt, acceptance, possession, or use of any prize. Sponsor assumes no liability for lost or misdirected sweepstakes forms regardless of the circumstances. Sponsor reserves the right to cancel the Sweepstakes at any time if the integrity of the Sweepstakes is, in Sponsor's sole and absolute discretion, compromised in any way. By entering the Sweepstakes, entrants release and hold Sponsor harmless from and against any and all damages and claims of any kind in connection with the Sweepstakes or resulting from entrance in the Sweepstakes, or receipt, acceptance, possession or use of any prize. Sponsor reserves the right to substitute a prize for an alternative prize of equal or greater value in the 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 website during the Sweepstakes 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 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 Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes should a virus, bug or other cause beyond the reasonable control of Sponsor corrupts the security or proper administration of the Sweepstakes. Sponsor further reserves the right to modify the rules of the Sweepstakes in any way at any time, as long as reasonable notice is given. 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, Sponsor reserves the

right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Except where prohibited, each entrant 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 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.

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. 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 Sweepstakes 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 Quiksilver and its affiliates. In addition, by entering the Sweepstakes, entrants affirm that they have read, understood and accepted these Official Rules.

10. **Winner Publicity**: Except where prohibited, by entering this Sweepstakes and accepting a prize, entrant agrees that Sponsor may post the first name, last name and location (city/state) of the winner on their respective websites without further compensation. To obtain the winner's name, send a self-addressed, stamped envelope to:

Quiksilver, Inc. c/o Quiksilver, Inc's8 weeks of radness/week 6 GoPro Giveaway Sweepstakes 15202 Graham Street Huntington Beach, CA 92649 with a written request by February 21, 2013.

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

Quiksilver, Inc. c/o Quiksilver, Inc's GoPro 8 weeks of radness/week 6 Giveaway Sweepstakes 15202 Graham Street Huntington Beach, CA 92649 with a written request by February 21, 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 Sponsor, which shall be final on all matters relating to this Sweepstakes. This Sweepstakes shall be void where prohibited by law.

13. **Privacy:** 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.