

QUIKSILVER'S CUSTOM BOARDSHORT GIVEAWAY CONTEST– OFFICIAL RULES

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

1. **Who Can Enter:** Any legal resident of the United States or Canada, 13 years of age or older, is eligible to participate in Quiksilver's Custom Boardshort Giveaway Contest (the "Contest"). Employees, officers, principals, directors or agents of Quiksilver, Inc. or their subsidiaries or affiliates (collectively, the "Contest Sponsor"), and members of their households or immediate families, are not eligible to participate.

2. **How to Enter:** Entrants must: (i) create a custom boardshort design (the "Design") at www.quiksilver.com/custom; (ii) post the Design on entrant's Twitter account (requires acceptance of Twitter's terms of use and privacy policy), tag @quiksilverUSA and include the hashtag "#QuiksilverCustom," and/or (iii) entrant's public Instagram account (requires acceptance Instagram's terms of use and privacy policy), tag @quiksilver and include the hashtag "#QuiksilverCustom." Entrants may enter the Contest more than one once, but each Design must be unique and submitted separately. Additionally, anyone found using multiple twitter accounts to enter the Contest will not be eligible to win. Entries will be deemed to have been submitted by the authorized account holder of the Instagram or Pinterest account submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to a Twitter or Instagram account by Twitter or Instagram.

3. **Contest Dates:** The entry must be submitted between 12:00:00 AM PST on April 24, 2013 ("Contest Open Time") and 11:59:59 PM PST on May 8, 2013 ("Contest Close Time"). The Contest will begin at the Contest Open Time and end exactly at the Contest Close Time. Any Design that is late or includes foul, lewd or inappropriate content will not be considered.

4. **Winner Selection:** On or about May 8, 2013, five (5) winners will be chosen by Contest Sponsor at Contest Sponsor's headquarters located in Huntington Beach, CA, USA. This Contest is a game of skill and chance plays no part in determining the winner. Designs 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. Entrants that submitted the top five (5) Designs, as determined by the Judge, will win the Prize. Judges' decision will not be based on the number of "likes", comments or re-tweets a Design has, nor the amount of followers an entrant has on their Instagram or Twitter profile.

5. **Prizes:** Each winner will receive one (1) pair of Quiksilver custom boardshorts. The winners will be given a promotional code for use on www.quiksilver.com to redeem their pair of Quiksilver custom boardshorts. The Quiksilver custom boardshorts prize has an approximate retail value of \$99.00 USD. 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.

6. **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.

7. Winner Notification: The winners will be notified via e-mail within 48 hours of awarding of prizes, which is currently anticipated to occur on or about May 15, 2013. Winners will be required to respond to the e-mail notification to acknowledge receipt of Contest Sponsor's notification and awarding of prizes. If no response is received by Contest Sponsor 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. The Prize Winners 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 promotional code required to redeem the prize will be emailed to the winners email address as set forth on the entry form and after the winner responds to the initial email notification and satisfies all eligibility requirements. All decisions of the Contest Sponsor about the Prize 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.

8. Intellectual Property:

i.) By submitting a Design or consideration in the Contest, entrant represents and warrants to Contest Sponsor that the Design is not libelous, slanderous, obscene and does not plagiarize; and that Contest Sponsor's use of the Design or any information contained therein as contemplated herein will not infringe upon any copyright, trademark, right of privacy or any other rights whatsoever of any third party. Each entrant shall hold Contest Sponsor harmless and shall indemnify Contest Sponsor for all costs and expenses (including reasonable attorneys' fees) 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 entrant.

ii.) By participating in the Contest, each entrant grants Contest Sponsor the right to post, upload, pin, publish and display the Design or any information therein on Contest Sponsor's social media sites, blogs and other websites, products and promotional materials.

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

iv.) Designs 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 Design 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 the 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 responsibility for any (i) lost, stolen, delayed, damaged or misdirected entries, misspelt hastags or for any failure of www.twitter.com or www.instagram.com 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, personal tablet, mobile device or other equipment related to or resulting from entrant's participation in the Contest.

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 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. Contest Sponsor reserves the right, in their sole discretion, to cancel or suspend the Contest should a virus, bug or other cause beyond the reasonable control of the Contest Sponsor corrupt the security or proper administration of 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, Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

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.

10. 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 Prize Winners are 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 Quiksilver and its affiliates. By accepting a prize, winners agree to participate in any promotional activities surrounding the Contest such as photographic shoots and interviews. 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 Prize Winner on the website located at www.quiksilver.com 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.
c/o Quiksilver's Custom Boardshort Giveaway
15202 Graham Street
Huntington Beach, California 92649

with a written request by July 6, 2013

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

Quiksilver, Inc.
c/o Quiksilver's Custom Boardshort Giveaway
15202 Graham Street
Huntington Beach, California 92649

with a written request by July 6, 2013

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 Sponsors, which shall be final on all matters relating to this Contest. This Contest shall be void where prohibited by law.

15. Third Party Platforms: The Contest is in no way sponsored, endorsed, administered by or associated with Twitter or Instagram. By participating, you release 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 Contest and/or the acceptance, awarding, receipt, use and/or misuse of the prize. Any information you submit on Instagram and/or Twitter is to the Contest Sponsor and its third party service providers and not to Instagram and/or Twitter.

13. Privacy: Contest Sponsors 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.