

## **ROXY GOODIE BAG GIVEAWAY CONTEST- 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, excluding Quebec, 13 years of age or older is eligible to participate in the ROXY Goodie Bag Giveaway Contest (the "Contest"). 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:** To enter, participants must visit either (i) the Contest website at [www.torox.com](http://www.torox.com) ("Roxy Website") or (ii) Roxy's Facebook page located at [www.facebook.com/roxy](http://www.facebook.com/roxy), and follow the links and instructions provided for entry, including completion and submission of a reply comment in the "Comments" section of the Roxy Website or posting a comment in the Wall section of the Facebook site. In order to qualify, each entrant must submit his/her best comment explaining the reason that he/she should win the Roxy Goodie Bag (as defined below). Entries must be submitted between 12:01:00 a.m. Pacific Time on February 23, 2010 ("Contest Open Time") and 11:59:59 p.m. Pacific Time on February 26, 2010 ("Contest Close Time"). Any entries that are incomplete or late will be disqualified. Limit one entry per person.

Computer entries on [www.torox.com](http://www.torox.com) 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. Entries on [www.facebook.com/roxy](http://www.facebook.com/roxy) will be deemed to have been submitted by the registered account holder of the Facebook user name that submitted the entry.

3. **Contest Dates:** The Contest will begin exactly at the Contest Open Time and end exactly at the Contest Close Time. Any entries that are incomplete or late will be disqualified.

4. **Prizes:** One (1) winner will be awarded the prize (the "Winner"). Entries will be judged by Sponsor in Sponsor's sole discretion, and such decision will be final and binding. The prize selection for the Contest will be held at the Quiksilver, Inc. headquarters located in Huntington Beach, CA. The Winner will be announced February 22, 2010 on the Roxy Website and will be notified via email and/or direct message on Facebook. The Winner will receive: one (1) Roxy canvas bag; one (1) gift card for \$25 redeemable at the Roxy online store on [www.roxy.com](http://www.roxy.com); one (1) discount coupon for 10% off of products redeemable at the Roxy online store on [www.roxy.com](http://www.roxy.com); one (1) Pinkberry gift card for \$5 redeemable at Pinkberry stores; one (1) Roxy *Music From Our Hearts* compact disc; and one (1) Roxy lookbook for the Spring 2010 season (collectively, the "Roxy Goodie Bag"). The prize has an approximate retail value of \$50. 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 will be awarded to the person submitting the entry, provided they certify and establish to Sponsor's satisfaction that they are the owner 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:** The Winner will be notified by email and/or direct message on Facebook within 48 hours after determination of the Winner. The Winner will be required to respond to any email and/or direct message on Facebook to acknowledge receipt of Sponsor's notification and awarding of prizes. If no response is received by Sponsor from Winner within three (3) 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. The Winner's name will also be posted on the Roxy Website. Prior to being awarded any prize, Winner 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 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.

**7. 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 Contest or receipt, acceptance, possession, or use of any prize. Sponsor assumes no liability for lost or misdirected entry forms regardless of the circumstances. Sponsor reserves the right to cancel the Contest at any time if the integrity of the Contest is, in Sponsor's sole and absolute discretion, compromised in any way. By entering the Contest, entrants release and hold Sponsor harmless from and against any and all damages and claims of any kind in connection with the Contest or resulting from entrance in the Contest, 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 Sponsor's sole and absolute discretion.

Except as otherwise set forth herein, 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 websites 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. Sponsor reserves the right, in its sole discretion, to cancel or suspend the Contest should a virus, bug or other cause beyond the reasonable control of 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, Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

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 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 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 Sponsor or transmits to or posts on the Contest websites 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 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 and location (city/state) of each Winner on the Contest Website. To obtain the Winner's names, send a self-addressed, stamped envelope to:

Quiksilver, Inc.  
c/o ROXY Goodie Bag Giveaway Contest  
15202 Graham Street  
Huntington Beach, CA 92649

with a written request by May 1, 2010.

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

Quiksilver, Inc.  
c/o ROXY Goodie Bag Giveaway Contest

15202 Graham Street  
Huntington Beach, CA 92649

with a written request by May 1, 2010.

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 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.roxy.com](http://www.roxy.com).