

## **TORAH BRIGHT/ROXY PHOTO CONTEST– OFFICIAL RULES**

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

1. **Who Can Enter:** Any legal resident of the fifty states of the United States, District of Columbia, or Canada, excluding Quebec, 13 years of age or older is eligible to participate in the Torah Bright/Roxy Photo 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 a participating retail location and take a creative photo with the life-size Torah Bright cutout specially created for this Contest. For a list of participating retail stores visit [blog.roxy.com](http://blog.roxy.com) (the “Contest Website”). Then, email your photo along with your first and last name, complete mailing address, email address, and the name and location of the retail location at which the photo was taken to [torah@roxy.com](mailto:torah@roxy.com) (each a “Submission”). Submissions must be submitted as a .jpg file or other approved format as specified on the Contest Website and must be created solely by the entrant. Entries must be submitted between 12:00:00 a.m. Pacific Time on September 20, 2010 (“Contest Open Time”) and 11:59:59 p.m. Pacific Time on December 31, 2010 (“Contest Close Time”). Any entries that are incomplete or late will be disqualified. Limit one entry per person.

Email 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.

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 selected to win the Grand Prize. Entries will be judged on their creativity by Torah Bright or other representative of Sponsor in their sole discretion, and such decisions will be final and binding. All prize selections for the Contest will be held at the Quiksilver, Inc. headquarters located in Huntington Beach, CA. The winner will be announced on or about January 31, 2011 on the Contest Website and will be notified via email. The Grand Prize winner will receive one (1) Roxy C2 BTX Snowboard signed by Torah Bright, one (1) Roxy jacket, and one (1) pair of Roxy pants. The prize has an approximate retail value of \$1,000.00 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.

Prizes will be awarded to the person(s) submitting the entry, provided they certify and establish to Sponsor’s satisfaction that they are the owner(s) 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 Grand Prize winner will be notified by email within 48 hours after determination of the winner. The winner will be required to respond to any email message to acknowledge receipt of Sponsor's notification and awarding of prizes. If no response is received by Sponsor from winner within seven (7) 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 winning Submission will be posted on the Contest Website. Prior to being awarded any prize, the Grand 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 the legal age of majority in his/her jurisdiction of residence 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. Intellectual Property:**

i.) Sponsor does not guarantee that any Submission will be made available on the Contest Website by Sponsor or will be viewed or viewable by any visitors to the Contest Website and is under no obligation whatsoever to make any Submission available for viewing on the Contest Website. Sponsor is not responsible for any Submission that is not successfully received, and is also not responsible for any Submission that is lost, damaged, incomplete or misdirected, in whatever format or for whatever reason, under any circumstances.

ii.) By submitting any Submission for consideration in the Contest, each entrant represents and warrants to Sponsor that he/she has the right and authority to grant the rights granted hereunder; that the Submission is 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 Submission is not libelous, slanderous, obscene, and does not plagiarize; and 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. Each entrant shall hold Sponsor harmless and shall indemnify 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.

iii.) By participating in the Contest, each entrant grants Sponsor a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable and fully transferable license to use, reproduce, modify, distribute, prepare derivative works of, display, publish, perform and transmit the Submission on the Contest Website, on any other websites selected by Sponsor, or in any other location or medium chosen by Sponsor.

**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 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 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 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.

**9. 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 Website 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 Sponsor. In addition, by entering the Contest, entrants affirm that they have read, understood and accepted these Official Rules.

**11. Winner Publicity:** Sponsor will publish the first name, last name and location (city/state) of the winner on the Contest Website. To obtain the winner's name, send a self-addressed, stamped envelope to:

Quiksilver, Inc.  
c/o Torah Bright/Roxy Photo Contest  
15202 Graham Street  
Huntington Beach, CA 92649

with a written request by March 1, 2011.

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

Quiksilver, Inc.  
c/o Torah Bright/Roxy Photo Contest  
15202 Graham Street  
Huntington Beach, CA 92649

with a written request by March 1, 2011.

**13. 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.

**14. 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).