

## **“ROXY Surfs NY Giveaway”– OFFICIAL RULES**

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

1. **Who Can Enter:** Any legal resident of Canada, excluding Quebec, or the 50 states of the U.S. or the District of Columbia, 13 years of age or older is eligible to participate in the “ROXY Surfs NY Giveaway” (the “Sweepstakes”). Employees, officers, principals or directors of Quiksilver, Inc. (“Sponsor”) and its subsidiaries, affiliates, advertising and promotional agencies, 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:** This Sweepstakes is made up of two (2) individual weekly sweepstakes (the “Weekly Sweepstakes”) that will each take place during the Giveaway Period (as defined below). To enter, participants must visit Roxy’s Twitter page at <http://twitter.com/Roxy>, and retweet the following @Roxy Twitter update: “@Roxy I wanna #Win the #RoxysurfsNY PRIZE! 3 shirts #Stoked hat #DIY kit & Sunnies! #quikpro”. All Twitter entries that are incomplete or late will be disqualified. Entries will be deemed to have been submitted by the registered account holder of the Twitter user name that submitted the entry. Entrants using more than one (1) Twitter account to enter the Sweepstakes will be disqualified. **Limit one (1) entry per person during each Weekly Sweepstakes Period. Multiple entries using the same Twitter account during a single Weekly Sweepstakes Period will not be accepted.**

3. **Sweepstakes Dates:** The Weekly Sweepstakes commences at 12:00:01 AM (Pacific Daylight Time) on Wednesdays and ends at 11:59:59 PM (Pacific Daylight Time) on Tuesdays on the dates specified in this Section 3 (“Weekly Sweepstakes Period”) commencing September 28, 2011 and ending October 11, 2011 (“Giveaway Period”). Entries must be received by 11:59:59 PM (Pacific Daylight Time) on each Tuesday following the Wednesday the Weekly Sweepstakes began for each Weekly Sweepstakes. Any entries that are incomplete or late will be disqualified.

Week 1: Starts Wednesday, September 28, 2011 – Ends Tuesday, October 4, 2011 – Winner Announced on or around Wednesday, October 5, 2011

Week 2: Starts Wednesday, October 5, 2011 – Ends Tuesday, October 11, 2011 – Winner Announced on or around Wednesday, October 12, 2011

4. **Prizes:** One (1) winner (each a “Weekly Winner”) will be randomly selected on or around the dates as specified in Section 3 above by Sponsor, in Sponsor’s sole discretion, from all eligible entries received during each Weekly Sweepstakes throughout the Promotional Period for a total of two (2) Weekly Winners. After each Weekly Sweepstakes, the pool of eligible entries is cleared out and new entries will be accepted for the next drawing. Each Weekly Winner will receive one (1) prize package that will include three (3) Roxy t-shirts, one (1) pair of Roxy sunglasses, one (1) Roxy beach ball, one (1) Roxy hat, and one (1) Roxy DIY kit (includes leather strips, Roxy beads, feathers and tape). The prize package has an approximate retail value of \$150.00 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.

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. Prize Drawings:** Weekly Winners will be selected in a random drawing from among all the eligible entries received during each Weekly Sweepstakes Period on the Wednesday following the end of each Weekly Sweepstakes Period. After each Weekly Sweepstakes, the pool of eligible entries is cleared out and new entries will be accepted for the next drawing. Limit one (1) prize per individual for the entire Giveaway Period. Odds of winning depend on the total number of eligible entries received for each Weekly Sweepstakes. Weekly Winners will be announced on Roxy's Twitter page, and notified via direct message on Twitter.

**6. Odds of Winning:** Each entrant's odds of winning are dependent on the aggregate number of eligible entries properly submitted during each Weekly Sweepstakes Period. 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 Weekly Winners will be notified by direct message on Twitter within 48 hours after determination of the Weekly Winner. The Weekly Winner will be required to respond to the direct message on Twitter to acknowledge receipt of Sponsor's notification and awarding of prizes. If no response is received by Sponsor from Weekly 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. Prior to being awarded any prize, Weekly 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 Weekly Winner who is under the age of majority in the jurisdiction in which he/she resides 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. All decisions of the Sponsor about the Weekly Winners are final, binding and non-appealable. 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. Limits of Liability:** Except where prohibited by law, by participating in the Sweepstakes, each entrant acknowledges and agrees that the Sponsor, those involved in the development, production, implementation, and distribution of this Sweepstakes and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or Sweepstakes (the "Released Parties"), shall not be liable in any manner for any and all claims,

injuries, losses, death, or damages of any kind, including but not limited to any third party claims, injuries, losses, death, or damages, arising from, relating to or resulting from, in whole or in part, this Sweepstakes, including, but not limited to, entry and participation in this Sweepstakes and acceptance, possession, use or misuse of prizes. Except where prohibited, entrants further agree that in the event of any third party claims, injuries, losses or damages arising from or relating to participation in this Sweepstakes and/or acceptance and enjoyment of the prizes, they will indemnify the Released Parties, and each of them, from any and all such claims, injuries, losses and damages, including any attorney's fees and costs related thereto. Without limiting the foregoing, each entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, if any, and in no event shall the Released Parties be liable for attorney's fees and, except where prohibited by law, each entrant waives the right to claim any other damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

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 Twitter 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 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 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 corrupt the security or proper administration of the Sweepstakes. 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, 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.

**9. Winner Responsibilities:** Each Weekly 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 Sponsor. In addition, by entering the Sweepstakes, entrants affirm that they have read, understood and accepted these Official Rules.

**10. Winner Publicity:** Sponsor may publish the first name, last name and location (city/state) of each Weekly Winner on its Twitter pages and official websites. To obtain the Weekly Winners' names, send a self-addressed, stamped envelope to:

Quiksilver, Inc.  
c/o "ROXY Surfs NY Giveaway"  
15202 Graham Street  
Huntington Beach, CA 92649

with a written request by December 1, 2011.

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

Quiksilver, Inc.  
c/o "ROXY Surfs NY Giveaway"  
15202 Graham Street  
Huntington Beach, CA 92649

with a written request by December 1, 2011.

**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 its privacy policy located at [www.roxy.com](http://www.roxy.com).