

# QUIKSILVER'S YOUNG GUNS CONTEST

## OFFICIAL RULES

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

1. **Who Can Enter:** Any individual between the age of 13 and 17 is eligible to participate in Quiksilver's Young Guns Contest (the "Contest"). Employees, officers, principals, directors or agents of Quiksilver, Inc. or their subsidiaries or affiliates (collectively, the "Sponsor"), and members of their households or immediate families, are not eligible to participate.

### 2. **How to Enter:**

Round 1: In order to enter the first round of the Contest, entrant must create and upload a fifteen second (15) original video showing entrant snowboarding (the "Video") to entrant's Instagram account (requires agreement to Instagram's terms of use and privacy policy and for entrant's profile to be public in order for the photos to be accessible by Sponsor) with the hashtag "#YGSnow". The Video may not feature or show any other individual aside from the entrant. The Video may also be shared by Sponsor, in its discretion, on [www.quiksilver.com](http://www.quiksilver.com) as well as Sponsor's other web sites and social media pages. The Video must be uploaded between 12:00 a.m. PST on December 22, 2015 ("Round 1 Open Time") and 11:59 p.m. PST on January 27, 2015 ("Round 1 Close Time"). Entrants may enter the Contest more than one once, but each Video must be unique, submitted separately and tagged with #YGSnow. Anyone found using multiple Instagram 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 account submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an Instagram account by Instagram. Videos will be judged based on creativity, technical aspects of the entrant's performance and flow. The entrants that submitted the 10 best Videos, as determined by the Sponsor in its sole discretion, will be First Round Winners.

Round 2: In order to enter the second round of the Contest, the First Round Winners must create and send an original video showing entrant snowboarding, at least one (1) minute in length in .mov format, or such other format as requested by Sponsor, (the "Video") to the e-mail address provided by Sponsor. The Video may not feature or show any other individual aside from the entrant. If the entrant chooses to include music in the Video, it must be music provided by the Sponsor on [www.quiksilver.com](http://www.quiksilver.com) for use in connection with this Contest. Any Video that incorporates music not provided by Sponsor on [www.quiksilver.com](http://www.quiksilver.com) will be disqualified. The Video must be sent to Sponsor between 12:00 a.m. PST on February 5, 2016 ("Round 2 Open Time") and 11:59 p.m. PST on March 6, 2016 ("Round 2 Close Time"). Entries will be deemed to have been submitted by the authorized account holder of the e-mail address account submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address. Videos will be judged based on creativity, technical aspects of the entrant's performance and flow. The entrant that submitted the best Video, as determined by the Sponsor in its sole discretion, will be the grand prize winner.

3. **Contest Dates:** The Contest will begin at the Round 1 Open Time and end exactly at the Round 2 Close Time.

4. **Prizes:** The grand prize winner will receive a trip for winner and winner's guest to High-Cascade pro camp in Whistler, British Columbia, Canada in July 2016, including return economy flights, accommodation and lift tickets. The prize has an approximate retail value of \$5,000. 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.

Prize Conditions:

- (a) Prize is valid for redemption until July 15, 2016 and will be dependent on accommodation and flight availability. Travel restrictions and blackout dates may apply including school holidays and public holiday periods.
- (b) Winner's guest must be 18 years of age or older. If winner is a minor, winner's guest must be winner's parent or legal guardian. Winner and winner's guest will be responsible for all travel documents and identification acceptable to airlines, security and governmental agencies.
- (c) Winner and their guest must depart from and return to the same departure point and travel together. Travel arrangements to and from the winner's home and the airport of departure do not form part of the Prize and are the responsibility of the winner.
- (d) Flights are subject to the fare rules and General Conditions of Carriage of the relevant carrier. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos and availability at the time of booking. The Sponsor is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner. The winner is responsible for the payment of any applicable airline excess baggage fees or other fees, taxes and surcharges. The Winner (and their companion) will not be entitled to accrue Frequent Flyer points on the travel or accommodation. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- (e) Prize is "AS IS" without any warranty of any kind, express or implied. No substitution, exchange or transfer of prize will be made or is permitted. Sponsor reserves the right to substitute a prize for an alternative prize of equal or greater value in Sponsor's sole and absolute discretion.
- (f) In the event that the Winner is unable to travel during the stipulated period then they forfeit the entire Prize with no further compensation or further liability of the Contest Sponsor.
- (g) Any extension to the duration of the Prize is at the Winner's sole expense and subject to availability at the time of booking. Prize travel must be booked within 3 months of Winner notification. Once flights and accommodation are booked, dates may not be amended.
- (h) Unless otherwise specified all other expenses are the responsibility of the winner (and their guest) including but not limited to meals, spending money, transport to and from departure and arrival points, drinks, incidentals, mini-bar, laundry, room

service, telephone calls, activities, gratuities, services charges, travel insurance, passports, activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at time of accommodation check-in to cover incidental charges.

**5. Winner Selection:** This Contest is a game of skill. Chance plays no part in determining the winners. Submissions will be individually judged on their merits, by a panel of judges, including Quiksilver snow team riders and other representative(s) of the Sponsors (the “Judges”) in their sole discretion and such decisions will be final and binding. Selection of the grand prize winner will take place at Sponsor’s headquarters in Huntington Beach, California on or before April 1, 2016. The winner’s name will be posted on [www.quiksilver.com](http://www.quiksilver.com), Sponsor’s blogs and social media sites.

**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 winner will be notified via e-mail within 48 hours of selection (which is currently anticipated to occur on or around April 1, 2016). The winner will be required to respond to the e-mail notification to acknowledge receipt of Sponsor’s notification and awarding of prize. If no response is received by Sponsor from winner within three (3) calendar days following the prize notification email, the prize will be awarded to a replacement winner to be determined by the Sponsor in the Sponsors’ 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 other eligibility requirements, releases and waivers. The prize will be awarded to the winner after the winner responds to the initial email notification and satisfies all eligibility requirements. All decisions of the Contest Sponsors about the winner 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.

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’s Young Guns Contest, c/o Quiksilver, Inc., 5600 Argosy, Building 100, Huntington Beach, CA 92649).

## **8. Intellectual Property:**

i.) By submitting a Video for consideration in the Contest, entrant represents and warrants to Sponsor that the Video is not libelous, slanderous, obscene and does not plagiarize; and that Sponsor’s use of the Video 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 Sponsor harmless and shall indemnify Sponsor for all costs and expenses (including reasonable attorney 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 Sponsor the right to post, upload, pin, publish, display and otherwise exploit the Video or any information therein on Sponsor's social media sites, blogs and other websites, products and promotional materials.

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

iv.) Videos may be modified in any way whatsoever by Sponsor or its agents and entrants hereby waive any and all attribution and integrity rights with regard to the Video whether arising under the law of any state of the United States, United States federal law, or the law of any other country.

**9. Limits of Liability:** Entrant acknowledges that entrant may be participating in dangerous activities in connection with the Contest, including the inherently dangerous snowboarding activities contemplated by the Contest. Entrant understands that the risk of injury from the activities involved in the Contest is significant, including the potential for permanent paralysis and death, and while particular equipment and personal discipline may reduce this risk, the risk of serious injury does exist. Entrant acknowledges and agrees that Sponsor is not advocating or suggesting the performance of dangerous tricks, tricks above entrant's skill level or tricks that should only be performed by a professional. 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.

All entries become the sole property of Sponsor, and Sponsor assumes no responsibility for any (i) lost, stolen, delayed, damaged or misdirected entries, misspelt hashtags or for any failure of [www.instagram.com](http://www.instagram.com) or any other 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 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 their sole discretion, to cancel or suspend the Contest should a virus, bug or other cause beyond the reasonable control of the 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, each 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.

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.

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

**11. Winner Publicity:** The Sponsor will publish the first name, last name and location (city/state) of each winner on the website located at [www.quiksilver.com](http://www.quiksilver.com). To obtain the winner's name, send a self-addressed, stamped envelope to:

Quiksilver's Young Gun's Contest  
c/o Quiksilver, Inc.  
5600 Argosy, Building 100  
Huntington Beach, California 92649, with a written request by June 1, 2016

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

Quiksilver's Young Gun's Contest  
c/o Quiksilver, Inc.  
5600 Argosy, Building 100  
Huntington Beach, California 92649, with a written request by June 1, 2016

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

14. **Third Party Platforms:** The Contest is in no way sponsored, endorsed, administered by or associated with Instagram. By participating, you release 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 is to the Sponsor and its third party service providers and not to Instagram.

15. **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.quiksilver.com](http://www.quiksilver.com).