

**Roxy x Biotherm  
OFFICIAL CONTEST RULES :**

NO PURCHASE NECESSARY TO ENTER. THIS IS A GAME OF SKILL, CHANCE  
PLAYS NO PART IN DETERMINING THE WINNER.  
VOID WHERE PROHIBITED BY LAW.

**ARTICLE 1 : ORGANISING COMPANY**

NA PALI, a simplified joint stock company with a capital of 13,545,100 € registered with the Bayonne trade register (RCS) under number 331 377 036, and with its head office at 162 rue Belharra, in Saint Jean de Luz, France (hereafter referred to as the “Organising Company”), is holding a free Contest with no purchase necessary from 28<sup>th</sup> of October to 25<sup>th</sup> of November 2015 on the Web site [www.roxy.com/biotherm](http://www.roxy.com/biotherm) and [www.instagram.com](http://www.instagram.com).

**ARTICLE 2 : CONDITIONS FOR PARTICIPATION**

This game is open to any physical persons who is at least 16 years old during the year of the game, residing in the USA, Canada, Australia, New-Zeeland, United Kingdom, France, Austria, Belgium, Germany, Spain, Ireland, Italy, Luxembourg, Netherlands, Portugal, Finland, Denmark and Switzerland, except employees (and their family members) of NA PALI, its subsidiaries, Quiksilver and Roxy shops and any company that has been involved in the concept of this Contest.

The Organizing Company draws attention to the fact that all participants shall be deemed to enter under the control and with the consent of their parents or legal custodian(s) or guardian(s).

**ARTICLE 3 : CONDITIONS FOR ACCESS :**

To enter the Contest, contestants must have or set up an Instagram™ account (requires agreement to Instagram™'s terms of use and privacy policy) and between 28<sup>th</sup> of October (at 6pm, French time) and 10<sup>th</sup> of November 2015 before midnight, French time:

- publish an original picture identifying it with the hashtag “#ROXYwinterXme” and “#ROXYxBiotherm”;
- set his/her "Instagram" account on “public” mode to allow the organizing company to access to the picture and be able to post it on the link [www.roxy.com/biotherm](http://www.roxy.com/biotherm) .

Every participant (same name, same address) can only submit one entry. If a contestant submits multiple entries, only the first entry received by the Organizing Company will be taken into account

Any picture which infringes or could infringe a trademark, logo, copyright or any picture that the Organizing Company considers, in its discretion, as inappropriate or not original will not be considered and the owner will be disqualified. Any picture which contains any defamatory or obscene content or any picture that the Organizing Company considers, in its discretion, as not consistent with the ROXY brand image, will also not be considered and the owner will be disqualified. By submitting a photo, owner represents and warrants that it does not violate the privacy right of any individual(s) who may appear in the photo.

Any attempt to pirate the system or repeated registration with wrong email address will lead to disqualification of the contestants. Further to a control carried out after the registration of the participant, the Organizing Company reserves the right to disqualify a participant in the event of any of the cases described above.

#### **ARTICLE 4 : PROCEDURE AND SELECTION :**

##### **1<sup>st</sup> STEP :**

From 28<sup>th</sup> of October at 6pm, French time, to 10<sup>th</sup> of November 2015 before midnight, French Time, the contestant shall post his/her picture in accordance with the conditions set out in Article 3.

On the 11<sup>th</sup> of November 2015, the snowboarder Torah Bright will appraise every picture in accordance with the following standards:

- Beauty of the picture;
- Originality of the picture;
- Conformity with Roxy brand's spirit;

Every criterion will be given a score between 1 and 10. Then, the three scores will be added to make a final score out of 30.

The 10 pictures that receive the highest scores will be posted on the website [www.roxy.com/biotherm](http://www.roxy.com/biotherm).

##### **2<sup>nd</sup> STEP :**

From 12<sup>th</sup> of November at 6pm, French Time, to 24<sup>th</sup> of November 2015 before 12pm, French time, internet users who look at the [www.roxy.com/biotherm](http://www.roxy.com/biotherm) website will be able to vote for the picture that they prefer.

##### **3<sup>rd</sup> STEP :**

On the 25<sup>th</sup> of November 2015, the owners of the 3 pictures that receive the most votes will win the prize as defined in Article 5.

The winners will be directly informed via the @Roxy Instagram™ account on their user account from where the pictures were posted ('Notification'). A message will not be sent to unsuccessful contestants.

The winners must respond to the Notification to acknowledge receipt of the Notification and awarding of the prize on or before 25<sup>th</sup> of December 2015. If the winner does not respond within the specified time, the prize shall be forfeited.

The winners must authorize all checks regarding their identity and their domicile.

It is expressly agreed that the data in the information systems owned by the Organizing Company or its technical service providers have evidentiary weight in terms of login data and in determining the winners.

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.

**ARTICLE 5 : PRIZES :**

The winning prizes will be awarded depending on the number of votes the pictures receive:

**1) Winner number 1:**

The owner of the picture with the most votes will receive a 700euros gift voucher, only available on the Snow section on the Roxy website.

This amount will be converted in the following way for the winner who lives in one of those countries:

| Danemark  | Switzerland | United-Kingdom | USA      | Australia  | Canada   |
|-----------|-------------|----------------|----------|------------|----------|
| 6 000 DKK | 750 CHF     | 600 £          | 800 \$US | 1 000\$AUD | 800\$CAN |

**2) Winner number 2 :**

The owner of the picture that receives the most votes after Winner number 1 will receive a 500euros gift voucher, only available on the Snow section on the Roxy website.

This amount will be converted in the following way for the winner who lives in one of those countries:

| Danemark  | Switzerland | United-Kingdom | USA      | Australia | Canada    |
|-----------|-------------|----------------|----------|-----------|-----------|
| 4 000 DKK | 550 CHF     | 400 £          | 500 \$US | 800 \$AUD | 500 \$CAN |

**3) Winner number 3 :**

The owner of the picture that receives the most votes after Winner number 2 will receive a 400euros gift voucher, only available on the Snow section on the Roxy website.

This amount will be converted in the following way for the winner who lives in one of those countries:

| Danemark  | Switzerland | United-Kingdom | USA      | Australia | Canada    |
|-----------|-------------|----------------|----------|-----------|-----------|
| 3 000 DKK | 430 CHF     | 300 £          | 350 \$US | 620 \$AUD | 350 \$CAN |

**ARTICLE 6 : INTELLECTUAL PROPERTY :**

**Assignment of Rights**

Each Participant grants to NA PALI and its Affiliates (as defined below) as well as their assigns and licensees, throughout the world, for a period of 3 years and without restriction as to the frequency of use, a worldwide, royalty-free right to use, any picture entered into the contest by the Participant for the promotion of the present contest on any medium notably but not exhaustively on television, magazines, Internet (Roxy internet websites and social network) and DVD.

For the avoidance of doubt, "Affiliates" means any person that controls, is controlled by or is under common control with Quiksilver Inc. as well as any related company (notably Na Pali, UG Manufacturing/Quiksilver Australia and QS Wholesale Inc and any company in which one of these companies has or were to have control).

**Warranty**

By submitting a photo for consideration, the participant represents and warrants that the picture does not infringe upon, misappropriate or otherwise violate any trademark, privacy right or any other right owned by third parties in particular their image right; that the picture is not libelous, slanderous, obscene and does not plagiarize; that the exercise of rights herein granted will not infringe upon any copyright, trademark, right of privacy or other rights whatsoever of any third party;

and that the picture or any content therein has never previously been published. The participants shall indemnify, defend and hold NA PALI and its Affiliates harmless from and against any and all claims from third parties, losses, costs, damages and liabilities arising in connection with participants entry in the contest including, without limitation, any claim the picture would be alleged to infringe upon a trademark, privacy right or any other right owned by third parties.

Without limiting other remedies, NA PALI may at its sole discretion remove any picture from publication and/or dissemination.

**ARTICLE 7 : ACCEPTANCE OF THE TERMS :**

Entering this Contest implies full and unreserved acceptance of the terms set out in these rules. Any breach of a term of these rules will disqualify the Contestant who has committed the breach. Any dispute on the interpretation of the rules will be settled by the organizers.

Any complaint about the Contest must be sent by 25<sup>th</sup> of November 2015, by registered letter with acknowledgment of receipt to Caroline Lacroix, NA PALI SAS, 162 rue Belharra, 64500, Saint Jean de Luz, France. These claims may only concern material conditions of the Contest's implementation.

**ARTICLE 8 : PRIZE REMITTANCE :**

The prize will be accepted as it is described on this actual Contest rule. It cannot be exchanged or returned, nor can they be substituted with financial compensation or the financial equivalent of the prize. In any event, the terms and conditions for the prize remittance, the acceptance and the use of the prize will be as per the terms defined or stipulated by the Organizing Company and which the winner undertakes to accept, failing which the Organizing Company reserves the right to designate another winner.

No change for any reason whatsoever may be requested of the Organizing Company.

It is stipulated that the Organizing Company will not provide any guarantee or support services, as the prize consist solely in the prize remittance specified for the Contest.

The Organizing Company reserves the right to replace the prize(s) with prizes of equivalent value, without the winner having the right to lodge any complaint whatsoever in this regard.

**ARTICLE 9 : ORGANIZING COMPANY LIABILITY :**

The participants as well as their parent or guardian declare to be aware that there are hazards that may exist in connection with the participation of this Contest game and notably of snow related activities and assume the risk for any injuries that the participants may sustain in connection with their participating in the present Contest game. Entrant acknowledges and agrees that Organizer Company has no responsibility whatsoever for injuries, losses, or damages of any kind that result from the creation of an entry or entrance into the Contest or receipt, acceptance, possession, or use of any prize.

The participants as well as their parent or guardian fully release and forever discharge the Organizer Company as well as any of its Affiliates (as described in article 5) from all claims, damages, actions, suits or judgements that may arise from any of injury of any kind that the participants may sustain while participating in or attending the present Contest game.

The Organizing Company declines any liability for any dispute concerning the jury member's choice of the winners.

The Organizing Company may not under any circumstances be held liable for any delay in awarding the prize or in the event that the winners cannot be awarded the prize for reasons beyond the control of the Organizing Company.

In case that the prize cannot be sent by post, the terms for accepting it will be specified to the winners in the prize confirmation email or by any other means at the convenience of the Organizing Company.

It is expressly acknowledged by the winners that the Organizing Company declines any liability for any injuries or damages of any kind that may arise from the enjoyment of the prize awarded and/or result from its use.

**ARTICLE 10 : WEB CONNECTION :**

Entering the Contest implies the contestant's knowledge and acceptance of the Internet's characteristics and limitations, particularly with regard to technical performance, response times when checking, querying or transferring data, the risks of interruption, connection-related risks, the lack of protection against possible diversion of certain data and risks of contamination by any viruses in circulation on the Internet. The Organizing Company may not be held liable, in particular, for malfunctions that may affect the Internet or for any problem with the configuration or relating to a specific browser.

The Organizing Company does not guarantee that the Internet site and/or Contest shall operate without any interruption, that they do not contain any computing errors, or that any detected errors will be corrected.

The Organizing Company may not be held liable in the event of a technical malfunction in the Contest, if contestants are not able to log on to the Contest website or to enter the Contest, if it does not receive the data relating to a contestant's entry form for any reason for which it may not be held liable (for example, an Internet connection problem due to any reason at the user's premises), or if an entry form is illegible or impossible to process (for instance, if the contestant has hardware or a software environment that does not comply with his/her subscription) or in the event of email routing problems. Contestants will not be entitled to any compensation in this regard.

Moreover, the Organizing Company may not be held liable for any damage, material or immaterial, caused to contestants, their computer equipment and the data stored therein, or for any direct or indirect consequences that may ensue, particularly consequences on their personal, professional or commercial activity.

**ARTICLE 11 : RULE MODIFICATION AND FRAUD :**

The Organizing Company reserves the right to revise these rules at any time and to take any decisions it deems useful for the application and interpretation of the rules. The Organizing Company may inform contestants of a revision by any means of its choosing.

The Organizing Company also reserves the right to modify, extend, cut short, suspend or cancel the Contest, without warning, due to an event beyond its control, and in particular in the event of force majeure or unforeseeable circumstances.

The Organizing Company reserves the right, in particular, if there is due cause, to declare invalid and/or cancel all or part of the Contest if it appears that fraud or malfunctions have occurred in any form whatsoever, particularly in computing aspects within the framework of entry to the Contest or determination of the winner. In this case, it reserves the right not to award the prize to the

fraudulent contestants and/or to commence legal proceedings against the persons having committed the fraud. An act of fraud immediately disqualifies the person having committed it.

The Organizing Company will not be liable in regard to the forgoing, and therefore the contestants will not be entitled to any indemnity or compensation of any nature.

**ARTICLE 12 : PERSONNAL DATA :**

It is reminded that to receive the Prize, the winners must necessarily provide certain personal information relating to them (name, address, etc.). This information is recorded and saved in an electronic file and is essential to the eligibility of their entry and the attribution and routing of the prizes. This information is provided to the Organizing Company and may be submitted to its technical service providers and a service provider handling the shipping of the prizes.

In accordance with French law no. 78-17 of 6th January 1978 relating to information technology, files and freedom, winners have the right to access, modify or delete the data relating to them. To exercise these rights, contestants must send a letter to the following address:

NA PALI SAS,  
For Caroline Lacroix  
162 rue Belharra,  
64500 Saint Jean de Luz  
France

**ARTICLE 13 : BAILIFF :**

These rules are on file at the office of SCP DAGUERRE & MORAU, Bailiff in Saint Jean de Luz (France). They can be sent free of charge on written request submitted to Caroline Lacroix, NA PALI SAS, 162 rue Belharra, 64500 St Jean de Luz (France). The cost of postage for the Contest rules will be reimbursed on simple request (2nd-class rate in force).

**ARTICLE 14 : INSTAGRAM EXEMPTION :**

This Contest is not sponsored, supported, organized or linked to Instagram™. Running this contest implies that the participant accepts that Instagram™ and its parent companies, subsidiaries, partners, salaries, managers, agents, advertisement agencies are not liable for any loss or damage caused for the participation of this Contest and/or the prize remittance and/or the prize use.

**ARTICLE 15 : APPLICABLE LAW :**

These Contest rules are subject of the French law.

**ARTICLE 16: PRIVACY :**

Organising Company may use any of the entrant's personal information submitted in connection with this game per the terms of the privacy policy located at [www.quiksilver.com](http://www.quiksilver.com).