

## **SurfAid's 10<sup>th</sup> Anniversary: Trip Giveaway– OFFICIAL RULES**

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

1. **Who Can Enter:** Any legal resident of the 48 contiguous states of the United States of America or the District of Columbia (“Eligibility Area”) who, as of May 1, 2010, is 18 years of age or older is eligible to participate in SurfAid’s 10<sup>th</sup> Anniversary: Trip Giveaway (the “Sweepstakes”). Do not proceed further in these materials and do not enter or attempt to enter the Sweepstakes if you are not located in the Eligibility Area. Employees, officers, principals or directors of Quiksilver, Inc. (“Quiksilver”), SurfAid International, USA (“SurfAid”), and their respective 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. Quiksilver and SurfAid shall hereinafter be referred to together as the “Sponsors”.

2. **How to Enter:** Each entrant must register and complete the online entry form at <http://blog.quiksilver.com/>. The online entry form must be submitted between 12:00:01 am Pacific Time on May 1, 2010 (“Sweepstakes Open Time”) and 11:59:59 pm Pacific Time on July 31, 2010 (“Sweepstakes Close Time”). Any entry forms that are illegible, incomplete or late will be disqualified.

3. **Sweepstakes Dates:** The Sweepstakes will begin at the Sweepstakes Open Time and end exactly at the Sweepstakes Close Time. The prize drawing will be held based on number of eligible Sweepstakes entries properly submitted, completed and received between the Sweepstakes Open Time and the Sweepstakes Close Time.

4. **Prize:** One (1) winner will be chosen at random to win the prize. The winner will receive (i) economy round trip air transportation for a winner and one (1) guest from a major airport nearest the winner’s home to Trujillo, Peru; (ii) seven (7) nights hotel accommodations (1 room/double occupancy) in Chicama, Peru; (iii) round trip ground transportation from the airport in Trujillo, Peru to the hotel; and (iv) three (3) meals per person each day while in Chicama, Peru. The prize winner will be solely responsible for his/her own, and guest’s, transportation to and from winner’s home airport and any other costs and expenses related to the prize trip. Winner’s guest must be 18 years of age or older. Travel must take place by January 31, 2011. The following blackout dates apply: July 25, 2010 – August 2, 2010 and December 22, 2010 – January 5, 2011. Winner and guest are responsible for all travel documents including, without limitation, a current, valid passport or other travel documents acceptable to the airlines, the destination countries, Transportation Security Administration, and the U.S. Government, as they apply. The prize has an approximate retail value of \$4,000.00 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. The winner and guest will each be required to sign a publicity and liability release, and any other documents reasonably requested by the Sponsor, prior to receiving the prize.

5. **Prize Drawings:** The winner will be selected in a random drawing conducted by Quiksilver based on eligible entries properly submitted between the Sweepstakes Open Time and the

Sweepstakes Close Time. The prize drawing for the Sweepstakes will be held at the Quiksilver's offices located at 15202 Graham Street, Huntington Beach, California 92649 on or around August 1, 2010.

**6. Odds of Winning:** Each entrant's odds of winning are dependent on the aggregate number of eligible entries properly submitted between the Sweepstakes Open Time and the Sweepstakes Close Time. 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 winner will be notified via email and/or phone within 48 hours of awarding of the prize (which is currently anticipated to occur on or around August 1, 2010). The winner will be required to respond to the email notification and/or voicemail message to acknowledge receipt of Sponsors' notification and awarding of prizes. If no response is received by Sponsors from winner within seven (7) calendar days following the prize notification email, the prize will be awarded to a replacement winner to be determined by Sponsors in Sponsors' sole and absolute discretion. The winner will be required to prove eligibility to receive and claim any prize. All decisions of the Sponsors about the winner are final, binding and non-appealable. Sponsors are 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 the Sponsors in writing if the entrant changes his/her contact information. (To do so, write to: Quiksilver, Inc., c/o SurfAid's 10<sup>th</sup> Anniversary: Trip Giveaway, 15202 Graham Street, Huntington Beach, CA, 92649).

**8. Limits of Liability:** Entrant acknowledges and agrees that the Sponsors have no responsibility whatsoever for injuries, losses, or damages of any kind that result from entrance into the Sweepstakes or receipt, acceptance, possession, or use of any prize. Sponsors assume no liability for lost or misdirected entry forms regardless of the circumstances. Sponsors maintain no control over the personnel, equipment, or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, or other person or entity furnishing service, products, or accommodations as a part of the prize package (the "Other Suppliers"). Sponsors shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (1) by wrongful, negligent, or unauthorized act or omission on the part of any of those Other Suppliers or any of their agents, servants, employees, or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation that is owned, operated, furnished, or otherwise used by any of the Other Suppliers, (3) by the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not an employee of the Sponsors or (4) by any cause, condition, or event whatsoever beyond the control of Sponsors.

Sponsors reserve the right to cancel the Sweepstakes at any time if the integrity of the Sweepstakes is, in Sponsors' sole and absolute discretion, compromised in any way. By entering the Sweepstakes, entrants release and hold Sponsors harmless from and against any and all damages and claims of any kind in connection with the Sweepstakes or resulting from entrance in the Sweepstakes, or receipt, acceptance, possession or use of any prize. Sponsors

reserve the right to substitute a prize for an alternative prize of equal or greater value in Sponsors' sole and absolute discretion.

All entries become the sole property of Sponsors, and Sponsors assume no responsibility for any (i) lost, stolen, delayed, damaged or misdirected entries or for any failure of the 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 Sponsors 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. Sponsors reserve the right, in their sole discretion, to cancel or suspend the Sweepstakes should a virus, bug or other cause beyond the reasonable control of the Sponsors 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, Sponsors reserve 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 Sponsors 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:** 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 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 in perpetuity without further compensation, unless prohibited by law, and (ii) the use of entrant's address to receive marketing and other emails from Sponsors and their respective affiliates. In addition, by entering the Sweepstakes, entrants affirm that they have read, understood and accepted these Official Rules.

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

Quiksilver, Inc.  
c/o SurfAid's 10<sup>th</sup> Anniversary: Trip Giveaway  
15202 Graham Street  
Huntington Beach, California 92649

with a written request postmarked by October 1, 2010

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

Quiksilver, Inc.  
c/o SurfAid's 10<sup>th</sup> Anniversary: Trip Giveaway  
15202 Graham Street  
Huntington Beach, California 92649

with a written request postmarked by October 1, 2010

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

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