

**DESIGN A ROXY BIKINI CONTEST PRESENTED BY SCHICK QUATTRO FOR
WOMEN- OFFICIAL RULES**

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

1. **Who Can Enter:** Any legal resident of Canada or the U.S. 13 years of age or older is eligible to participate in the Design a Roxy Bikini Contest presented by Schick Quattro for Women (the "Contest"). Employees, officers, principals, directors or agents of Quiksilver, Inc. or their subsidiaries or affiliates (collectively, "Roxy"), and members of their households or immediate families, are not eligible to participate.

2. **How to Enter:**

DESIGN SUBMISSIONS: Entrants must download the design template provided by Roxy at www.roxy.com/designabikini (the "Site"). In order for a design submission ("Design Submission") to qualify it must be submitted during the Submission Period, as defined below, and must be designed solely by the entrant using the template mentioned above. Entrants must create their Design Submission by using Photoshop or by hand drawing the design and scanning the design in PDF or other format as specified on the Site. Entrants will be required to submit their email address, full name, mailing address, and age. Design Submissions must be uploaded directly to the Site. Design Submissions entered by mail will not be accepted. All Design Submissions will be posted on the Site. There is a limit of one Design Submission per entrant during the Submission Period.

VOTING SUBMISSIONS: Entrants must register and complete the online voting entry form in order to submit a voting submission ("Voting Submission") during the Submission Period as defined below. In order for a Voting Submission to qualify, entrants must submit their full name, email address, and mailing address along with their vote. There is a limit of one Voting Submission per entrant per day during the Submission Period.

Design Submissions and Voting Submissions will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

3. **Submissions Period:** Submissions will be accepted starting from May 1, 2009 at 12:00:01 AM (Pacific Standard Time) and ending July 31, 2009 at 11:59:59 PM (Pacific Standard Time) ("Submission Period"). Any Submissions that are incomplete or late will be disqualified.

4. **Prizes:**

GRAND PRIZE: One (1) winner will be awarded the grand prize ("Grand Prize") for the winning Design Submission. Design Submissions will be judged by a representative of Roxy in its sole discretion, and Roxy's decisions will be final and binding. All prize selections for the

Contest will be held at Roxy's headquarters located in Huntington Beach, CA. The Grand Prize winner will be announced August 15, 2009 and will be notified via email. The Grand Prize winner's Design Submission will be featured in an upcoming Roxy swim line to be determined by Roxy in its sole discretion. In addition, the Grand Prize winner will receive \$3,000 in cash and will receive Roxy merchandise with a retail value of \$1,000, to be selected by Roxy in its sole discretion.

VOTING PRIZE:

One (1) winner will be awarded the voting prize ("Voting Prize"). The winner of the Voting Prize will receive \$1,000 cash. The winner will be selected in a random drawing conducted by Roxy based on eligible Voting Submissions properly submitted during the Submission Period. The prize drawing will be held at Roxy's headquarters located in Huntington Beach, CA on August 15, 2009 and will be notified via email.

VOTERS' CHOICE PRIZE:

One (1) winner will be awarded the voters' choice prize ("Voters' Choice Prize"). The Design Submission receiving the most votes on the Site during the Submission Period will be awarded the Voters' Choice Prize. The Voters' Choice Prize winner will be announced August 15, 2009 and will be notified via email. The Voters' Choice Prize winner will receive, in Roxy's sole discretion, either (i) a Roxy gift card with a retail value of \$1,000 or (ii) Roxy merchandise selected by Roxy in its sole discretion with a retail value of approximately \$1,000.

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.

Prizes will be awarded to the person(s) submitting the Design Submission or Voting Submission as applicable, provided they certify and establish to Roxy's satisfaction that they are the owner(s) of such Submission and further provided that they have complied with these Official Rules and have signed all necessary assignment documents, forms, and releases as determined by Roxy, 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. Each entrant's odds of winning the Voting Prize are dependent on the aggregate number of eligible Voting Submissions properly submitted during the Submission Period.

6. Winner Notification: Each Contest winner will be notified by email within 48 hours after determination of the winners. Names of winners of prizes will also be posted on the Site. All Design Submissions may be posted on the Site. Prior to being awarded any prize, winners will be required to show proof of age and complete, sign and return a prize affidavit, release and license agreement, as well as any other documents required by Roxy, 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 Roxy by a method determined by Roxy, in its sole discretion. 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.

7. Intellectual Property:

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

ii.) Subject to the limitations set forth in Sections (iii) and (v) below, Roxy grants to each entrant the limited, nonexclusive, freely revocable right to use Roxy's trademarks solely to create a Design Submission to submit to the Contest. For the avoidance of doubt, this grant of rights does not include any right to use such Roxy trademarks for any other purpose, including any advertising or promotional purposes.

iii.) By submitting any word, combination of words, symbol, slogan, photographic image, graphic design or any other type of design as part of a Design Submission for consideration in the Contest, each entrant represents and warrants to Roxy that he/she has the right and authority to convey the rights granted hereunder; that the Design 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 Design 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 Roxy harmless and shall indemnify Roxy 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.

iv.) By participating in the Contest, each entrant grants Roxy the exclusive, worldwide, royalty free right and license to display the Design Submission on the Site, on any other websites selected by Roxy, or in any other location or medium chosen by Roxy. This right and license shall remain in effect until September 15, 2009.

v.) If an entrant's Design Submission is selected as a winner of the Grand Prize as defined in Section 4 above, solely in consideration for the prizes offered in connection with the Contest, such entrant hereby assigns to Roxy, its licensees and assignees all rights, title, and interest in and to the Design Submission in perpetuity. In that respect, such entrant shall execute and deliver to Roxy such instruments of transfer and take such other action as Roxy may reasonably request, including, without limitation, executing and filing, at Roxy's expense, copyright applications, assignments, and other documents required for the perfection and protection of Roxy's rights in and to the Design Submission. In addition to the transfer and assignment of all rights, title and interest, including without limitation, all rights of copyright in and to the Design Submission as set forth in this paragraph, such entrant (on behalf of his/her successors and

assigns) hereby waives any and all rights he/she may have to terminate such transfers and assignments pursuant to any statutes, regulations or otherwise (including, without limitation, Section 203 of the Copyright Act of 1976 (as amended)). Except as set forth herein, the Grand Prize winner will not be entitled to any other consideration related to this Contest or the winning Design Submission.

vi.) If a Design Submission is not selected as the Grand Prize winner of the Contest, the entrant is free to use his/her Design Submission for any commercial purpose, provided that such Design Submission does not incorporate, in any manner whatsoever, any trademark or other intellectual property right of Roxy.

vii.) Without limiting other remedies, Roxy may at its sole discretion remove any Design Submission from publication and/or dissemination if it thinks that the Design Submission is creating problems, possible legal liabilities, or is inconsistent with the letter or spirit of Roxy's policies, including poor design.

viii.) Design Submissions may be modified in any way whatsoever, used as a basis for additional illustrations or images (whether or not by the entrant), and the Design Submissions and any modifications or derivatives thereof may be digitized without any additional approval being required of the entrant, with the exception that such entrant shall be shown such modifications and derivatives and shall have a right to withdraw use of such entrant's name as a credit. Entrants hereby waive any and all attribution and integrity rights with regard to the Design Submissions whether arising under the law of any state of the United States, United States federal law, or the law of any other country.

8. Limits of Liability: Entrant acknowledges and agrees that Roxy 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. Roxy assumes no liability for lost or misdirected Submissions regardless of the circumstances. Roxy reserves the right to cancel the Contest at any time if the integrity of the Contest is, in Roxy's sole and absolute discretion, compromised in any way. By entering the Contest, entrants release and hold Roxy 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. Roxy reserves the right to substitute a prize for an alternative prize of equal or greater value in Roxy's sole and absolute discretion.

Except as otherwise set forth herein, all Submissions become the sole property of Roxy, and Roxy assumes no responsibility for any (i) lost, stolen, delayed, damaged or misdirected Submissions or for any failure of the Site 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 Submission to be received by Roxy 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. Roxy 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 Roxy 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, Roxy reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

9. Indemnification: Entrant agrees to indemnify and hold harmless Roxy 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 Roxy or transmits to or posts on the Site 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: Each 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 Roxy. In addition, by entering the Contest, entrants affirm that they have read, understood and accepted these Official Rules.

11. Winner Publicity: Roxy will publish the first name, last name and location (city/state) of each winner on the Site. To obtain the winners' names, send a self-addressed, stamped envelope to:

Quiksilver, Inc.
c/o Design a Roxy Bikini Contest
15202 Graham Street
Huntington Beach, CA 92649

with a written request by October 1, 2009.

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

Quiksilver, Inc.
c/o Design a Roxy Bikini Contest
15202 Graham Street
Huntington Beach, CA 92649

with a written request by October 1, 2009.

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

14. **Privacy:** Roxy 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.