

## **OFFICIAL RULES**

### **NIXON "Nixon Supertide LTD – Giveaway"**

NO PURCHASE NECESSARY. INTERNET ACCESS REQUIRED.

"Nixon Supertide LTD –Giveaway" is open only to legal residents of the European Union as well as Switzerland, Norway, Andorra and Iceland who are at least 18 or of the age of majority in their jurisdiction of residence (whichever is older), as of date of entry. Void where prohibited by law. Employees, officers and directors [and the immediate family members - parents, children, siblings, spouse – wherever they may live and others living in the same household - whether related or not - of such employees / officers / directors] of Nixon Europe ("Sponsor") are not eligible to enter or win a prize.

A purchase or payment of any kind will not improve your chances of winning. This Contest is governed by these official rules ("Official Rules"). By submitting an entry, each entrant agrees to the terms of the Official Rules and warrants that his/her entry complies with all requirements set out in the Official Rules.

#### **1. SPONSOR:**

This Contest is sponsored by Nixon Europe, a French corporation with principal place of business at 185 avenue de Pascouaou, Soorts-Hossegor, France.

#### **2. ELIGIBILITY:**

The Contest is open solely to legal residents of the European Union as well as Switzerland, Norway, Andorra and Iceland who are eighteen (18) years or older or the age of majority in his/her state of residence at the time of entry. Employees of Sponsor as well as their immediate families and the agencies associated with this Contest are ineligible to enter the Contest or win any prize.

#### **3. TIMING:**

The Contest begins on or about 2:00pm Central European Time on May 25th 2015 and ends 11:59:59pm on June 10th 2015. Administrator's computer is the official clock for this Contest. The Contest's phases are detailed in the chart below; the winner will be determined at the end of the Contest Period by June 15th.

#### **4. HOW TO ENTER:**

Entrants must enter their email addresses and indicate their countries of residence in the appropriate fields displayed on [Nixon.com/SurfChallenge](http://Nixon.com/SurfChallenge) or [Nixon.com/Happenings](http://Nixon.com/Happenings). Entrants must have a valid email address. If these terms are not respected, the entry will be disqualified.

**BY PARTICIPATING, YOU AGREE TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES AND ALL DECISIONS OF SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS AND NOT SUBJECT TO APPEAL.**

Sponsor reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry, which is not in accordance with these conditions of

entry. The Sponsor accepts no responsibility for entries not successfully completed due to a technical fault.

#### 5. RESTRICTIONS AS TO ENTRIES.

License Rights. By participating, entrant agrees to subscribe to the Sponsor's Newsletter - to which he/she will be able to unsubscribe at any given time.

#### 6. WINNER SELECTION.

Determination of the winner of the Contest will be done through a random drawing.

#### 7. PRIZES

The winner of Contest will receive a "Nixon Supertide Surf Challenge LTD watch". No prize transfer will be allowed. No prize substitution, except at Sponsor's sole discretion due to unavailability of prize for any reason and only then for prize of comparable value. Any unspecified expenses relative to acceptance/use of prize and any applicable taxes on prize are the sole responsibility of winner and winner's receipt of prize will be reported to governmental authorities as required by applicable law.

#### 8. WINNER NOTIFICATION.

Winner will be notified by private message on or about five (5) business days after the Contest Period. Failure to respond to the initial notification as directed in the notification within fifteen (15) business days after notification or return of notification as undeliverable after two (2) attempts will result in disqualification.

The winner may be required to sign and return a declaration of eligibility, a liability release and a publicity release (where legal) within indicated time period. Failure to comply with this requirement or if prize notification is returned as undeliverable or winner otherwise cannot be contacted will result in forfeiture of prize, with an alternate winner being selected.

Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. Should a court of competent jurisdiction find any provision of these Official Rules to be invalid, illegal or unenforceable, such determination will not affect the validity, legality or enforceability of the balance of these Official Rules and the invalid/illegal/unenforceable provision will be replaced with a substitute provision that is valid, legal and enforceable and most closely mirrors the original intention of Sponsor.

#### 9. RELEASES.

Entrant releases and agrees to hold harmless Nixon Europe all liability associated (directly or indirectly, in whole or in part) with entrant's participation in the Contest, entrant's participation in any Contest-related activity and receipt, acceptance, possession or use/misuse of prize. By accepting prize, where permitted by law, winner grants Sponsor the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising, trade and Contest purposes without additional compensation, and without review, approval or further notice.

#### 10. LIMITATIONS OF LIABILITY.

No responsibility is assumed by Sponsor for lost, late, incomplete, irregular, damaged, garbled, corrupted, misdirected or illegible entries and all such entries are void. Sponsor further assumes no responsibility for (a) any computer, telephone, cable, satellite, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, traffic congestion or unauthorized human intervention; or (b) any incorrect, incomplete or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Contest; or (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to any web site or e-mail address/account. Sponsor is not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Contest or downloading/uploading materials from/to any web site or e-mail address/account. Force Majeure. If, for any reason, the Contest (or any part thereof) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and conduct the Contest and select prize winners in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on Nixon page and on [www.nixon.eu](http://www.nixon.eu).

#### 11. PRIVACY NOTICE.

Sponsor may collect personal data when you enter the Contest. Entering the Contest constitutes your permission for the Sponsor and its affiliated companies to maintain the data in connection with the administration of the Contest. The data is collected to maintain a record of those who have entered the Contest, to contact potential winner.

#### 12. DISPUTE RESOLUTION/GOVERNING LAW

To the fullest extent permitted by law, by participating in the Contest, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or Nixon Europe, shall be filed in either the courts of Paris, France and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or Nixon Europe shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in this Contest but in no event attorneys' fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the

rights and obligations of any entrant and/or Nixon Europe shall be governed by and construed in accordance with the laws of France without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of France or of any other jurisdiction.