RVCA INSIDER LOYALTY PROGRAM

Effective Date: April 2023

PLEASE READ THESE TERMS CAREFULLY. BY PARTICIPATING IN THE RVCA INSIDER LOYALTY PROGRAM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY ALL TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT PARTICIPATE IN RVCA INSIDER LOYALTY PROGRAM.

The RVCA INSIDER loyalty program (hereinafter "RVCA INSIDER") is a customer loyalty program offered by NA PALI SAS/Boardriders Europe and its subsidiaries in Europe ("Boardriders," "Company," "we" or "us") to customers who meet the eligibility requirements described below. RVCA INSIDER is valid online at the website www.rvca.com in Germany, Austria, Belgium, France including Monaco, Italy, Luxembourg, Portugal, UK, Ireland, Sweden, Switzerland, Spain, the Netherlands, Denmark and Finland (hereafter, the "Sites"), and at participating Boardriders and RVCA company owned retail stores (list available on the store locator on www.rvca.com) (hereafter, the "Stores").

When you create a user account on the RVCA website, you will automatically be enrolled in RVCA INSIDER. By creating an account and/or enrolling in RVCA INSIDER, you agree (or, if you are under the age of majority, you have obtained your parent or legal guardian's consent) to participate in RVCA INSIDER. By participating in RVCA INSIDER, you will be subscribed to receive communications from RVCA, some of which may be commercial in nature.

A. Acceptance of Terms and Conditions of Membership

Membership in RVCA INSIDER is available to any natural person who is a resident of the countries listed above and are at least 18 of age (or the age of majority in the place of residency) at the time of enrollment in the program. By submitting an application for membership in RVCA INSIDER, you represent that you meet these eligibility requirements. Employees, officers, directors, agents and representatives of Company are ineligible for membership in RVCA INSIDER. You must read and agree to these terms and conditions of membership in RVCA INSIDER ("Terms and Conditions"), as set out below.

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, Company may at any time, in its sole discretion, alter, limit, or modify the RVCA INSIDER rules, regulations, Rewards (as defined in Section B below), eligibility for membership, or any other feature of RVCA INSIDER or may suspend or terminate RVCA INSIDER at any time in its sole discretion, without giving you prior notice. In such instance, your Points (as defined in Section B below) may terminate or expire. Moreover, Company reserves the right to terminate your account and/or your participation in RVCA INSIDER if Company determines in its sole discretion that you have violated these Terms and Conditions, you have more than one (1) RVCA INSIDER account, or that the use of your account or any content or materials owned by Company is disruptive, unauthorized, deceptive, fraudulent or otherwise unlawful.

B. Principle of RVCA INSIDER

As a RVCA INSIDER member, you can earn RVCA INSIDER points ("Points") by (i) purchasing RVCA brand merchandise and eligible third-party merchandise as determined by Boardriders in its sole discretion (excludes the purchase of e-gift cards, gift cards, shipping & handling charges, and sales taxes on purchases) on the Sites and at Stores ("Eligible Purchases"); and (ii) participating in Point-earning activities offered by Company from time to time (e.g., double Points Tuesdays, responding to a survey, etc.). Points earned in this way give you access to select rewards ("Rewards") as determined by Company in its sole discretion.

C. Membership in RVCA INSIDER

To join RVCA INSIDER, simply ask about it at one of our Stores or join online on the Sites. You must create an online user account in order to participate in RVCA INSIDER. Are automatically enrolled in RVCA INSIDER: 1)

individuals who previously joined the former RVCA INSIDER loyalty program through the RVCA Site before the launch of the new RVCA INSIDER loyalty program and 2) individuals who previously joined the former RVCA loyalty program through the RVCA wholly owned store before the launch of the new RVCA INSIDER loyalty program.

In order to get the most complete experience out of your RVCA INSIDER membership, including receiving exclusive RVCA INSIDER offers, Company recommends that you subscribe to receive all RVCA INSIDER emails. You will periodically receive emails from us. Some of these will be marketing emails, if you have subscribed to receive such emails, while others will be transactional emails that relate to your membership in RVCA INSIDER. Examples of transactional emails include: the welcome email, account statement emails, earned Rewards emails or other communications that help us to maintain your user account. At any time, you may opt out of marketing emails, transactional emails, or both. If you opt out of marketing emails, you will not be notified of all Rewards opportunities that you would have otherwise been notified about had you agreed to receive marketing emails from us (e.g., birthday offer and special promotions). You may still access your loyalty membership status, earned Points and Rewards, by logging into your account.

You are responsible for the accuracy of the information you provide and shall be solely liable for any incorrect, incomplete or out-of-date information. Company reserves the right to request at any time any document to prove the identity of the person who has joined or wishes to join RVCA INSIDER, particularly in the case of two people with the same name.

Only one (1) membership in RVCA INSIDER is permitted per person and email address. In the event of a dispute over ownership of your user account, the registration will be declared to have been made by the authorized account holder of the email address submitted at the time of enrollment. For purposes of these Terms and Conditions, the "authorized account holder" is the natural person who is assigned to the submitted email address by an internet 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. Membership in the RVCA INSIDER, Points and Rewards are non-transferable, personal and for individuals' own private, non-professional use only. Membership, Points and Rewards cannot be assigned.

D. Earning Membership Points

You will begin earning Points over a 12-month period from the date on which you join RVCA INSIDER, and will be awarded 100 Points upon enrollment in RVCA INSIDER. You will also earn Points on all Eligible Purchases and participation in other special programs and promotional offers that may be announced by RVCA or its third-party partners from time to time. Points will expire twelve (12) months after they are earned on a rolling basis.

Points have no cash, monetary or real-world value. Unless a special offer is applicable, you shall earn one (1) Point for every €uro (1€) you spend (as applicable, based on country of purchase) on the Sites or in a Store. Points may be earned in fractional amounts depending on the value of your purchase and will be rounded up to the next €uro. When making a purchase on the Sites, you must log-in to your user account in order to earn Points. When making a purchase at a Store, you must provide your email address or other membership information in order to earn Points on your in-store purchase. From time to time, we, or others acting with our permission, may notify you of special promotional offers that offer you "Bonus Points." Bonus Points will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in the promotional offer.

Points will not be awarded on unauthorized or fraudulent purchases, nor will Points be awarded if, in Company's reasonable opinion, the merchandise or services purchased will be used for resale or commercial use and any Points awarded on such purchases will be forfeited. Points will not be earned on the following items: purchase of e-gift cards or gift cards, shipping & handling charges, and sales taxes on purchases.

No Points will be earned for purchases made on the Sites using the guest checkout option. Any purchases you make prior to joining RVCA INSIDER are not eligible for Points.

Company reserves the right, in its sole discretion, to determine and establish the value of Points. In the event of a dispute regarding the number of Points earned by a member, Company shall have the sole discretion to determine the accurate number of Points earned by such member. All decisions by Company with respect to Points are final.

E. Membership Rewards

Your membership Rewards include the following:

- Rewards: These are single-use coupons that can be used for discounts off purchases on the Sites or at Stores as described below. The amount of your Reward will be determined by the total amount of Points you have accumulated. Every 300 Points = 15€ off eligible purchases. Rewards shall be awarded in 15€ (or as applicable, based on country of purchase as detail in the conversion table mentioned below) increments as follows:
    - If you accumulate 300 Points or more but less than 600 Points, you shall have the possibility to convert your points into a Reward of 15€ off your next purchase of 25€ or more.
    - If you accumulate 600 Points or more but less than 900 Points, you shall have the possibility to convert your points into a Reward of 30€ off your next purchase of 50€ or more.
    - If you accumulate 900 Points or more but less than 1200 Points, you shall have the possibility to convert your points into a Reward of 45€ off your next purchase of 75€ or more.
    - If you accumulate 1200 Points or more but less than 1500 Points, you shall have the possibility to convert your points into a Reward of 60€ off your next purchase of 100€ or more.
    - If you accumulate 1500 Points or more but less than 3000 Points, you shall have the possibility to convert your points into a Reward of 75€ off your next purchase of 125€ or more.
    - If you accumulate 3000 Points or more, you shall have the possibility to convert your points into a Reward of 150€ off your next purchase of 200€ or more

  Each Reward shall be valid for 12 months from date of issuance or such other time as set forth on the Reward. Rewards may only be used for the purchase, on the Sites or at Stores, of RVCA or other Boardriders brands (i.e., Quiksilver, Roxy, DC Shoes, BILLABONG, ELEMENT) in which you are also a loyalty program member. Each Reward may only be used once. Limitations on the number of Rewards that can be used in a single transaction may apply. Rewards have no market or cash value and are non-transferable.
- First Loyal Purchase Offer: Following your enrollment in RVCA INSIDER, you will receive a one-time 20% off First Loyal Purchase Offer following your first purchase of RVCA merchandise on the Sites or at Stores. Each First Loyal Purchase Offer shall be valid for thirty (30) days from date of issuance or such other time as set forth on the First Loyal Purchase Offer. First Loyal Purchase Offers may only be used for the purchase of RVCA merchandise on the Sites or at Stores. Each First Loyal Purchase Offer may only be used once. Limitations on the number of First Loyal Purchase Offers that can be used in a single transaction may apply. First Loyal Purchase Offers have no market or cash value and are non-transferable.
- Birthday Offer: Following your enrollment in RVCA INSIDER, you will receive a 25% off Birthday Offer once a year at the beginning of the month in which you celebrate your birthday. Each Birthday Offer shall be valid for thirty (30) days from date of issuance or such other time as set forth on the Birthday Offer. Birthday Offers may only be used for the purchase of RVCA merchandise on the Sites or at Stores. Each Birthday Offer may only be used once. Limitations on the number of Offers that can be used in a single transaction may apply. Offers have no market or cash value and are non-transferable.
- Free standard shipping: You shall receive free standard shipping on all purchases made on the Sites.
- Free returns: You shall receive free returns on all Eligible Purchases made on the Sites.

Some Rewards or Offers may only be available to residents of a particular country. Company reserves the right to substitute Rewards or Offers at its sole discretion. Unless otherwise noted by Company, Rewards and Offers cannot be combined with any other offer. Rewards may only be used for the purchase, on the Sites or at Stores, of RVCA or other Boardriders brands (i.e., ROXY, DC SHOES, QUIKSILVER, BILLABONG, ELEMENT). You cannot use Rewards or Offers retroactively for prior purchases. Company is not responsible for lost or stolen Rewards or Offers. If you opt out of certain types of emails, e.g., Loyalty Program emails, you may not be able to receive Rewards or Offers by email, although you will be able to view your Rewards or Offer status by visiting a Store or logging in to your RVCA INSIDER account.

Conversion Table

Points	CHF EUR GBP		DKK (Danish krone)		SEK (Swedish krona)		Kč (Czech koruna)		Pin (Polish Zloty)	
	Voucher	Minimum	Voucher	Minimum	Voucher	Minimum	Voucher	Minimum	Voucher	Minimum
300	15	25	120	200	150	250	400	650	60	100
600	30	50	240	400	300	500	800	1300	120	200
900	45	75	360	600	450	750	1200	2000	180	300
1200	60	100	480	800	600	1000	1600	2500	240	400
1500	75	125	600	1000	750	1250	2000	3500	300	500
3000	150	200	1200	1600	1500	2000	4000	5500	600	800

F. Updating Your Account

Participation in RVCA INSIDER requires an email address and a valid password. You should consider your user password confidential information. Anyone with knowledge of both your email address and password can gain access to your account. You agree to immediately notify us if you become aware of any loss or theft of your password or any unauthorized use of your email and password. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THESE OBLIGATIONS.

It is your responsibility to keep your information up to date and to notify Company of any changes by editing your user account information. You shall be solely liable for any out-of-date, incomplete or inaccurate information. Under no circumstances may Company be held liable in the event that you do not receive Points or Rewards or Offers due to out-of-date, incomplete or inaccurate information.

You may close your user account by sending an email request to privacy.EU@boardriders.com.

G. Fraudulent Use of RVCA INSIDER

Any fraud, attempted fraud or theft on the Sites or at a Store, any wrongful or inappropriate use of RVCA INSIDER, any abnormally high number of transactions found to have been made over one or more days, any payment incident or more generally any violation by you of these Terms and Conditions shall lead to the automatic suspension or permanent deactivation of your membership in RVCA INSIDER. Company reserves the right to suspend or deactivate your account, RVCA INSIDER and/or cancel Rewards and you shall have no right to claim any compensation. In addition, any Points acquired in violation of these Terms and Conditions or through misuse or fraudulent use shall be cancelled without any form of compensation.

H. Amendment, Failure or Interruption of RVCA INSIDER

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, Company reserves the right to amend these Terms and Conditions at any time, without providing you notice. Company also reserves the right to change Rewards offered, as well as to amend or suspend RVCA INSIDER.

Company shall be exempt from any liability for all consequences, direct or indirect, of any failures of RVCA INSIDER. No amendment, withdrawal or failure of RVCA INSIDER shall give you an entitlement to compensation. If RVCA INSIDER is suspended, any Points earned may no longer be valid or honored by Company, at Company's sole discretion.

BY PARTICIPATING IN RVCA INSIDER, YOU ACKNOWLEDGE THAT RVCA INSIDER, THE REWARDS, OFFERS, AND THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT

WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY THAT: (A) THE SITES, RVCA INSIDER, THE REWARDS OR OFFERS WILL MEET YOUR REQUIREMENTS; (B) ACCESS TO THE SITES OR RVCA INSIDER WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE QUALITY OF THE SITES, RVCA INSIDER, THE REWARDS OR OFFERS WILL MEET YOUR EXPECTATIONS; AND/OR (D) ANY ERRORS OR DEFECTS ON THE SITES, OR WITH RESPECT TO RVCA INSIDER, REWARDS OR OFFERS WILL BE CORRECTED.

PARTICIPATION IN RVCA INSIDER IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER, ELECTRICAL SYSTEM, WIRELESS ROUTER OR COMMUNICATION DEVICE, LOSS OF DATA OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. COMPANY ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITES OR IN CONNECTION WITH RVCA INSIDER. COMPANY WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.