

## Guess Eyewear “See Differently” Photo Sweepstakes

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED FOR EACH APPLICABLE ENTRY PERIOD. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**ENTRY VIA INSTAGRAM ONLY AND INTERNET CONNECTION REQUIRED. “PROTECTED” “PRIVATE” INSTAGRAM ACCOUNTS MAY NOT BE ABLE TO SEND ENTRIES. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM, LLC (“INSTAGRAM”).**

**TRAVEL TO/FROM PALM SPRINGS, CALIFORNIA WILL NOT BE AWARDED AS A PRIZE IN CONNECTION THIS SWEEPSTAKES. ANY GRAND PRIZE WINNER WILL BE SOLELY RESPONSIBLE FOR ANY COSTS/EXPENSES ASSOCIATED WITH TRAVELING TO/FROM PALM SPRINGS TO ATTEND THE EVENT ASSOCIATED WITH THE GRAND PRIZE.**

**BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**1. Eligibility.** The Guess Eyewear “See Differently” Photo Sweepstakes (the “Sweepstakes”) is open only to individuals (not groups) who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia and who are at least eighteen (18) years of age at the time of entry. Employees, officers and directors of Viva International Group, dba Marcolin USA (“Sponsor”), Guess?, Inc., The Bromley Group (“TBG”), Path Interactive & Freya and each of their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies and other prize suppliers (collectively, the “Sweepstakes Entities”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each, are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Further, entrants must be a member of good standing of Instagram in order to participate in the Sweepstakes and win a prize. Void where prohibited by law. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

**2. Entry Periods.** The Sweepstakes begins on or about 9:00 a.m. Eastern Time (“ET”) on Friday, March 7, 2014 and ends at 11:59 p.m. ET on Monday, March 31, 2014 (the “Sweepstakes Period”). However, the Sweepstakes Period consists of four (4) independent, separate “Entry Periods” (each an “Entry Period”), which are specifically detailed in the chart below. All entries must be received by the end time/date (detailed below) for each respective Entry Period to be eligible for the drawing associated with that Entry Period. Non-winning entries from one (1) Entry Period do not roll over to subsequent Entry Periods. Each entry made during an Entry Period, subject to the limit on entries set forth below, will be eligible for the Grand Prize drawing.

<b><u>Entry Periods</u></b>	<b><u>Start Time/Date</u></b>	<b><u>End Time/Date</u></b>	<b><u>Selection Date of Each Winner</u></b>
Entry Period #1	9:00 a.m. ET on March 7, 2014	11:59 p.m. ET on March 12, 2014	March 15, 2014
Entry Period #2	12:00 a.m. ET on March 13, 2014	11:59 p.m. ET on March 18, 2014	March 21, 2014
Entry Period #3	12:00 a.m. ET on March 19, 2014	11:59 p.m. ET on March 24, 2014	March 27, 2014
Entry Period #4	12:00 a.m. ET on March 25, 2014	11:59 p.m. ET on March 31, 2014	April 2, 2014
Grand Prize Drawing Entry Period	9:00 a.m. ET on March 7, 2014	11:59 p.m. ET on March 31, 2014	April 2, 2014

ALL DATES SET FORTH IN THE CHART ABOVE AND ELSEWHERE IN THESE OFFICIAL RULES ARE SUBJECT TO EXTENSION, IN SPONSOR'S SOLE AND ABSOLUTE DISCRETION.

**3. How to Enter.** There is one method of entry for this Sweepstakes, as follows:

(i) **Instagram Method of Entry.** To participate and enter this Sweepstakes via Instagram, individuals will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, individuals will need to download the Instagram application from their mobile device's app store and sign-up for an Instagram account ("**Instagram Account**") if you do not already have an Instagram Account. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, entrants will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram Account or participate in this Sweepstakes via Instagram. To enter via Instagram, during an Entry Period, follow the call-to-action provided in any advertising for the Sweepstakes on how to receive an entry. The call-to-action for this Sweepstakes will require entrants to take a photograph of themselves wearing Guess brand sunglasses and post it on entrant's Instagram Account with the unique hashtag "**#seedifferently**". The purchase of Guess sunglasses is not a condition of entering this Sweepstakes. Individuals who do not wish to purchase a pair of Guess brand sunglasses for their photo may visit a Guess store and try on a pair of Guess sunglasses and take a photograph of themselves wearing a pair of Guess sunglasses without making a purchase of the sunglasses. The individual that appears within the photograph when posted on Instagram will be considered the entrant for purposes of this Sweepstakes. Only one (1) individual should appear within a photograph submitted as an entry to this Sweepstakes. Sponsor, at its sole discretion, may accept a technically incorrect unique term. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from Instagram users with "private" account settings (i.e., user has set their Instagram Account so that only people the user has approved can view their photos) due to the way Instagram operates its service.** Messages not received by Sponsor will not be entered into the Sweepstakes. By including the hashtag "**#seedifferently**" in their Instagram post, entrants are confirming their acceptance and agreement to these Official Rules. The entrant's photograph must comply with the requirements set forth in these Official Rules, including, without limitation, the Content Guidelines set forth below.

**Limit of one (1) entry per person (regardless of method) will be accepted during each Entry Period; provided, however, there is a limit of four (4) entries per person that will be accepted for the Grand Prize drawing (assuming that an entrant submits one (1) entry for each Entry Period during the Sweepstakes).** Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes, at Sponsor's sole and absolute discretion. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. Sweepstakes Entities are not responsible for any changes or unavailability of the Instagram service that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use such services for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via these platforms, in which case Sponsor, in its

sole discretion, may terminate or modify the Sweepstakes. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the registered account holder of the email address associated with the account for the potentially winning entrant, but only if that person meets all other eligibility criteria or if that person is the approving parent or legal guardian of a minor participant who meets all of the eligibility criteria. A registered “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. Potential winners may be required to provide Sponsor with proof that he/she is the registered account holder for the email address associated with the account for the potentially winning entry. If a dispute cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible. Any damage made to any website or the Instagram service will be the responsibility of the registered account holder of the email address for the account submitted at the time of entry. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

**MOBILE DISCLOSURE:** If you opt to receive Sponsor’s messages, including any prize notification or other Sweepstakes-related messages, via text message to your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter), standard text messaging rates will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers’ rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by mobile phone and text message means that you understand that you may receive additional text messages from Sponsor relating to this Sweepstakes, including to notify you if you are a potential winner in this Sweepstakes, which will be subject to the charges pursuant to your carrier’s rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your phone’s capabilities for specific instructions.

Submissions (*i.e.*, photos) to the Sweepstakes that do not meet the following “**Content Guidelines**” are subject to disqualification, at Sponsor’s sole and absolute discretion:

- Submissions must comply with the Official Rules and the terms of service, privacy notice and/or other applicable rules set forth on a participating service mentioned above (as applicable to an entrant’s entry) and meet all specifications or requirements called for in the advertising for the Sweepstakes.
- Except for materials that are in the public domain, each submission, in its entirety, must be a single work of original material created by the entrant and suitable for presentation in a public forum.
- Submissions must not have been submitted previously in any contest or sweepstakes of any kind or exhibited or displayed publicly (*i.e.*, disclosed beyond your immediate circle of friends and family) through any means previously.
- Except for materials in the public domain, submissions must include only materials created by the entrant and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others’ rights and any use of materials not original to the entrant is grounds for disqualification from the Sweepstakes. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos are subject to disqualification.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the website utilized by

entrant such as viruses, Trojan horses or other technologies that could adversely impact the Sweepstakes, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).

- Each submission should not reveal any personal information about another individual, including another person's address, phone number, email address, credit card number or any information that may be used to track, contact or impersonate that individual.
- Submissions should only include the image of the individual entrant to the Sweepstakes and no other individuals should appear in a submission.
- No background artwork should appear in the submissions unless it is an original work of the entrant. Any artwork, murals, etc. that can be seen in submissions must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.
- Entrants must not submit a submission that if selected cannot be licensed or assigned to Sponsor as contemplated below.

**4. Intellectual Property.** Entrants, upon submission of their entry (*i.e.*, photograph) to the Sweepstakes, hereby irrevocably grant to the Sweepstakes Entities, and each of their licensees, successors and assigns, a non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the submissions submitted as part of the Sweepstakes, and all images, text and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrants except for the awarding of the prizes in this Sweepstakes. The Sweepstakes Entities, and each of their successors, assigns and licensees, will have the right to make unlimited derivative works therefrom, to assign or transfer any or all of their rights hereunder and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, the Sweepstakes Entities will have the right to use the submissions submitted as part of the Sweepstakes, and all images depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all so-called "moral rights (*droit moral*)" now or hereafter recognized in connection with submissions submitted as part of the Sweepstakes. Entrants acknowledge that as a condition of participating in the Sweepstakes and/or being selected as a winner, the Sweepstakes Entities may request that the entrant's submission, and any rights therein, be assigned to them and entrants may be required to confirm such assignment by completing and submitting the Affidavit (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving their prizes. Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that the Sweepstakes Entities shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission. Entrants agree that the Sweepstakes Entities, nor its agents, shall be responsible for return or preservation of the submissions submitted. All photograph submissions that are submitted in connection with this Sweepstakes will be reposted and made available to be viewed on [www.guess.com](http://www.guess.com) and by anyone with access to the Internet.

Each entrant acknowledges that other entrants may have created ideas and concepts contained in their submission that may have familiarities or similarities to his/her own submission, and that he/she will not be entitled to any compensation or right to negotiate with the Sweepstakes Entities because of these familiarities or similarities. Notwithstanding any custom and practice to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their submissions and there is no obligation for any Sweepstakes Entity to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. The decisions of the Sponsor are final and binding in all matters relating to this Sweepstakes, including interpretation and application of these Official Rules. Each entrant, by participating in the Sweepstakes, except where legally prohibited, grants permission for the Sweepstakes Entities and each of their designees to use his/her name, social media site username, photograph, and/or other likeness in connection with the distribution of his/her submission on [www.guess.com](http://www.guess.com) for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to

request from entrant at any time proof that entrant maintains all necessary rights in their submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Sweepstakes.

**5. Representations, Warranties and Indemnity.** Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their submission and all materials and matter therein: (a) (except for elements that are within the public domain) are wholly original with such entrant and are not a copy or imitation of any other material; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (*e.g.*, defamation, privacy, false light, moral right, etc.) or any property rights (*e.g.*, copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her submission or any images, text and materials depicted therein to any other third party. Further, each entrant represents and warrants that the Sweepstakes Entities' use of any submission or any images, text and materials depicted therein shall not violate an agreement to which such entrant is a party. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third party claim, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by such entrant in connection with his or her acceptance of these Official Rules or Sweepstakes activities.

**6. Selection of Winners and Prize Claiming.** There will be one (1) weekly prize winner (“**Weekly Prize Winner**”) selected for each Entry Period and one (1) grand prize winner (the “**Grand Prize Winner**”) selected for this Sweepstake for a total of five (5) prize winners for this Sweepstakes. The potential winners will be selected through a random drawing on or about the dates set forth in the chart in Section 2 above. The entries that will be included in the drawing will be determined by searching the Instagram platform for individuals who posted an image and included the required hashtag in their entry. All entries from both platforms will be pooled together and the potential winners will be selected from all valid entries to the Sweepstakes received during the applicable Entry Period in accordance with these Official Rules. The potential winners will be notified as described below within a commercially reasonable time after the drawing. The potential winners will be contacted by Sponsor through a comment on the potentially winning post and Sponsor will provide an email address (or other contact information) where the potential winner can send or otherwise deliver their prize claim. Notification is deemed to have occurred immediately upon the posting of a comment on the potentially winning post via Instagram. The Sweepstakes Entities are not responsible for failure of a potential winner to contact Sponsor after being notified that they are a potential winner. It is each potential winner's responsibility to set his or her account settings to accept contacts by Sponsor and to timely check his/her account for any messages. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.

The potential winners may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the “**Affidavit**”) and return the Affidavit within the time period specified at notification before being eligible to receive his or her prizes. If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize to an alternate winner. Parents or legal guardians of any prize winner under the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for the prize winner to be qualified to receive their prizes. If a potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

7. **Odds.** Odds of winning will depend upon the total number of eligible entries received for each applicable Entry Period.

8. **Prizes and Values.** Each Weekly Prize Winner in this Sweepstakes will receive the following prize: \$100 Guess shopping card.

The Grand Prize Winner in this Sweepstakes will receive the following prize: a \$500 Guess shopping card and VIP access for Grand Prize Winner and one (1) guest to attend the Guess Hotel Pool Party in Palm Springs taking place between April 11-13, 2014. Specific dates to be provided at time of prize award. Travel to/from Palm Springs, California is not being awarded as part of the Grand Prize for this Sweepstakes and the Grand Prize Winner will be solely responsible for any costs and expenses for traveling to the event. The Sweepstakes Entities are not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element, except at the sole and absolute discretion of Sponsor. Additional prize award details to be provided to the winner at the time of notification. Lost, stolen or damaged passes/tickets will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any prize package, and are solely a winner's responsibility, including, but not limited to, airline tickets, hotel stay, hotel taxes, ground transportation at a winner's destination, travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. If, for whatever reason, the event associated with the prize is cancelled after the prize is awarded, Sponsors' liability for the prize is limited only to the non-event portions of the prize. No compensation will be paid in lieu of the cancelled show/concert. The tickets to the event are subject in all respect to the terms and conditions set forth on the passes/tickets and any requirements of the facility hosting the event.

Each Guess shopping card awarded in this Sweepstakes is subject to issuer's terms and conditions that apply thereto and any terms and conditions set forth on the card itself.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions, except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change, and in the event that Sponsor is unable to provide a winner with his or her prize, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including any implied warranty of merchantability or fitness for a particular purpose). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the prize may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners, or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize received. Unclaimed prizes will be forfeited. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. The total ARV of all of the prizes awarded in this Sweepstakes is \$900.00 (USD). The VIP access to the Guess Hotel Pool Party has no retail value, and, in the event such event is cancelled, no prize will be substituted. Prizes will only be mailed to each verified winner's physical mailing address (no P.O. Boxes) in the United States or D.C., except in Sponsor's discretion. Sponsor is not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No more than the stated number of prizes will be awarded. Each winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the prize. Limit of one (1) prize per person in connection with this Sweepstakes.

9. **Publicity Release.** Subject to applicable law, winners irrevocably grant to the Sweepstakes Entities, and each of their licensees, and its and their successors, assigns and sub-licensees, the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in

perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the winners. Entrants agree not to issue any publicity concerning the Sweepstakes Entities.

**10. Tampering with Sweepstakes.** The Sweepstakes Entities are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING THE INSTAGRAM SERVICE) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its expiration date, notice will be posted on Instagram via a Sponsor update and/or on the site(s) where these Official Rules have been posted.

**11. Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

**12. Waivers, Disclaimers and Releases.** By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless the Sweepstakes Entities, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"), from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Sweepstakes and/or related to any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in the Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize). Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (b) 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, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prizes provided in connection with the Sweepstakes; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the

telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access Instagram or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; errors, typos or misprints in these Official Rules, in any Sweepstakes-related advertisements or other material and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against the Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**13. Entry Information and Sweepstakes Communications.** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list.

**14. Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**15. Dispute Resolution.** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Somerset County, New Jersey and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to



JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Somerset County, New Jersey. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**16. List of Sweepstakes Winners/Official Rules Requests.** To receive the names of the winners, send a stamped self-addressed envelope, prior to July 1, 2014, to: "Sweepstakes Winners List", c/o Viva International Group, dba Marcolin USA, 3140 Route 22 West, Somerville, NJ 08876 (Attn: Global Director of PR). Please indicate which Sweepstakes winners list you are requesting by referencing the name of the Sweepstakes in your request. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: "Sweepstakes Official Rules", c/o Viva International Group, dba Marcolin USA, 3140 Route 22 West, Somerville, NJ 08876 (Attn: Global Director of PR) prior to the end of the Entry Period. Please indicate which Sweepstakes Official Rules you are requesting by referencing the name of the Sweepstakes in your request. Vermont residents may omit return postage with Official Rules requests.

**17. Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on and website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**18. Sponsor.** This Sweepstakes is sponsored by Viva International Group, dba Marcolin USA, 3140 Route 22 West, Somerville, NJ 08876. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes. Guess?, Inc. and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Sweepstakes.