

## **THE JANTZEN “YEAR OF THE VAMP GIVEAWAY” SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.** A purchase or payment will not improve your chances of winning. The “Year of the Vamp Giveaway” (the "Sweepstakes) entry period will begin on February 1, 2012 at 12:01 AM Eastern Time ("ET") and ends on December 31, 2012, at 12:01 AM Eastern Time ("ET"), or whenever all twenty (20) prizes have been awarded, whichever occurs first (“Entry Period”). Eastern Time shall control for all purposes of this Sweepstakes. Sponsor's clock shall be the official timekeeper for the Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. Void where prohibited.

**1. Eligibility.** The Sweepstakes is open only to legal residents of the 50 United States, who are 18 years of age or older at the time of entry. Proof of residency and age may be required. Employees of Perry Ellis International, Inc. ("Sponsor"), its subsidiaries, divisions, affiliates, and advertising or promotional agencies, and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Sweepstakes or receive the prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor-designated judges, whose decisions shall be binding and final in all respects relating to this Sweepstakes.

**2. How to enter.** To enter the Sweepstakes, entrants must re-tweet “#vampgiveaway@jantzenswim” on the Jantzen® Twitter page at <http://twitter.com/Jantzen>, each re-tweet counts as one (1) entry. Limit one (1) entry per person in total for the duration of the Entry Period.

**3. Prize.** There will be twenty (20) winners during the Entry Period. Each winner will receive one (1) Jantzen® swimsuit, having an approximate retail value ("ARV") of \$118. All federal, state and local taxes on the prize are the sole responsibility of the winner. Any portion of the prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted. No transfer, refund, cash redemption, substitution or replacement of prize or any prize component permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). ARV of all prizes in is U.S. dollars.

**4. Selection of Winner.** Twenty (20) winners will be randomly selected by the Sponsor-designated judges from all of the entrants on or about the day the number of followers on the Jantzen Twitter page has two thousand twelve (2012) followers. Odds of winning depend on the number of eligible entries received. Decisions of judges are final and cannot be appealed.

**5. Winner Notification.** Potential winners will be notified by direct message via Twitter and announced on the Twitter Page on or about the day after the required number of Tweets is reached for each prize. Winners may be required, in Sponsor's discretion, to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") within seven (7) days of date specified by Sponsor or an alternate winner may be selected. If potential winner is under the age of majority in its state of legal residence, the Affidavit must be executed on its behalf by its parent or legal guardian. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in the entry form or winner notification or Affidavit is returned as undeliverable; (b) potential winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential winner cannot or does not comply with the Official Rules, or (f) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Sweepstakes and an alternate potential winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate winner, if any.

**6. Publicity Release; Use of Personal Information.** Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval. By entering the Sweepstakes, entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will only be used for administration of the Sweepstakes and awarding the prize.

**7. No Tampering, Right To Cancel, Modify.** Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters,

terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this promotion or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes promotion, including the entire Sweepstakes promotion, and/or modify the Sweepstakes and/or award the prize based upon the criteria set forth in these Official Rules from all eligible entries received as of the termination date. If the Sweepstakes is terminated or modified due to technical difficulties or unforeseen events prior to the expiration date of the Entry Period, notice will be tweeted on the Twitter Page.

**8. Release of Liability; Disclaimer of Warranty; Forum Selection Clause.** By participating in the Sweepstakes, entrants and winners agree to release and hold harmless Twitter, Sponsor, its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, which may occur in connection with, preparation for, or participation in, the Sweepstakes, or possession, acceptance and/or use or misuse of the prize or participation in any Sweepstakes-related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to entrants or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the prize (or any component thereof) or their affiliates. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. In addition, any dispute relating to the Sweepstakes (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Miami-Dade County, State of Florida. Entrants hereby irrevocably consent to the personal jurisdiction of said

courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.

**9. Sponsor:** Perry Ellis International, Inc. and its related affiliates, the owners of the Jantzen® brand, 3000 N.W. 107 Avenue, Miami, Florida 33172.

**10. Winner List.** To obtain a copy of the winners' list, available after December 31, 2012, send a self-addressed, stamped envelope to: "Year of the Vamp Sweepstakes," Perry Ellis International, Inc., 3000 N.W. 107 Avenue, Miami, Florida 33172, for Sponsor's receipt by January 31, 2013.