

# PERRY ELLIS WARDROBE GIVEAWAY

## NEW YORK

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.** A purchase or payment will not improve your chances of winning. The Perry Ellis Wardrobe Giveaway – New York (the "Giveaway") begins at 12:00:01 a.m. Eastern Standard Time ("EST") on December 11, 2019 and ends at 11:59:59 p.m. EST on December 24, 2019 (the "Giveaway Period"), when all entries must be received. EST shall control for all purposes of this Giveaway. Sponsor's computer is the official time-keeping device for the Giveaway. The Giveaway 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 Giveaway is open only to legal residents of New York, 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. and its respective 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. By participating in the Giveaway, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway.

**How to Enter.** To enter the Giveaway, during the Giveaway Period, go to [perryellis.com/pages/wardrobeevent-ny](http://perryellis.com/pages/wardrobeevent-ny) (the "Website") and follow the instructions to complete the required fields and submit the online form to sign up for the Perry Ellis e-mail mailing list the "Entry"). ALL ENTRIES MUST BE RECEIVED BY 11:59 PM EST ON DECEMBER 24, 2019. No other method of entry will be accepted. Although it is free to enter, if you enter using your mobile device, standard message and data charges may be incurred.

Before entering the Giveaway, you are encouraged to review Sponsor's privacy policy found at [www.perryellis.com/privacy-policy.html](http://www.perryellis.com/privacy-policy.html).

**2. Restrictions on Entry.** Limited to one (1) Entry per person. Entries will be deemed to have been submitted by the authorized account holder associated with the e-mail address used at the time of the entry. "Authorized account holder" is defined as the natural person who is assigned to the e-mail address by internet service provider, online service provider or organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Computer generated registration forms and Entries (except as permitted in these Official Rules) are ineligible and will be disqualified. Entries or attempting to enter the Giveaway multiple times through the use of multiple email addresses, or the use of any robotic or automated devices to submit Entries is prohibited and any such Entries will be deemed void and disqualified. All Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. Entries by the same person in excess of the limits stated herein will be disqualified.

**3. Prizes/Odds.** There are a total of two (2) prizes available to be won in the Giveaway. Two (2) winners will each receive a \$450 Perry Ellis Wardrobe, to be awarded as a Perry Ellis Gift Card redeemable on [perryellis.com](http://perryellis.com) or at a participating Perry Ellis standalone retail store in New York only and are not valid towards the purchase of Perry Ellis gift cards. Any expenses related to acceptance and use of prize which are not specified in these Official Rules as well as all applicable federal, state and local taxes on the prize are the sole responsibility of respective winners. Any portion of the prize not accepted or unclaimed and/or unused by the any potential winner will be forfeited and will not be substituted. No transfer, refund, cash redemption, substitution or replacement of any 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 is in U.S. dollars. Odds of winning a prize depend on the number of eligible entries received during the Giveaway Period

**4. Winners Selection/Notification.** The winners will be selected in series of two (2) random drawings conducted by the Sponsor on or about December 30, 2019. Each drawing will be conducted from all eligible entries received during the Giveaway Period. Potential winners will be contacted via e-mail. **Each winner must claim prize within 48 hours from date of winner notification or prize will be forfeited.** In the event of noncompliance or if potential winner cannot be contacted, is ineligible or is otherwise not in compliance with these Official Rules, he/she will be disqualified and an alternate winner selected from among all remaining eligible entries received. In Sponsor's discretion, potential winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date or within the time frame specified by Sponsor or an alternate winner may be selected. In the event: (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted 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 Giveaway 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 Giveaway 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.

**5. 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 Giveaway 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 Giveaway, entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Giveaway and awarding the prize. Sponsor is not responsible for disclosures made by any third party. Entrants may subsequently opt-out of receiving further emails as set forth in Sponsor's privacy policy.

**6. 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, including but not limited to, inactive email accounts, technical difficulties associated therewith or an entrant's failure to adequately monitor his/her email account; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway 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 Giveaway, or with any Website

promoting the Giveaway; or (b) acting in violation of the Official Rules. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway promotion, including the entire Giveaway promotion, and/or modify the Giveaway 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.

**7. Release of Liability; Disclaimer of Warranty; Forum Selection Clause.** By participating in the Giveaway, entrants and winner agree to release and hold harmless Sponsor and its respective parent, 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 Giveaway, or possession, acceptance and/or use or misuse of the prize or participation in any Giveaway-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 Giveaway. Entrants and winner 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 Giveaway, shall be resolved individually, without resort to class action, and 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 Giveaway (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. Any and all claims, judgment and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees and under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and further waives any and all rights to have damages multiplied or otherwise increased.

**8. Sponsor:** Perry Ellis International, Inc. and its related affiliates, 3000 N.W. 107 Avenue, Miami, Florida 33172.

**9. Winner List.** To obtain a copy of the winner's list, available after February 29, 2020, send a self-addressed, stamped envelope to: Perry Ellis Wardrobe Giveaway - New York, Attn: Marketing, 3000 N.W. 107 Avenue, Miami, Florida 33172, for Sponsor's receipt by April 30, 2020.

## **PERRY ELLIS WARDROBE GIVEAWAY**

### **NEW YORK**

#### **ABBREVIATED RULES**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.** Open only to legal residents of New York, 18 years of age or older. The Giveaway begins at 12:00:01 a.m. EST on December 11, 2019 and ends at 11:59:59 p.m. EST on December 24, 2019. Limit one (1) entry per person. Odds of winning depend on the number of eligible entries received. For complete official rules, visit [perryellis.com/pages/wardrobeevent-ny](http://perryellis.com/pages/wardrobeevent-ny). Sponsor: Perry Ellis International, Miami, FL 33172.