

## **“Win the bag Contest”**

### **VOID WHERE PROHIBITED BY LAW.**

To enter this Contest, you must agree to and abide by these Official Rules.

**OFFICIAL RULES: "NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING."**

1. **Sponsor/Administrator:** VF Europe BVBA (“Kipling” or “Sponsor”), a Belgian corporation with a principal place of business at Fountain Business Park – C. Van Kerckovenstraat 110, 2880 Bornem, Belgium, Trade registered number RPM 0405039.138.
2. **Eligibility:** Contest is open only to legal residents of Belgium, Luxembourg, The Netherlands, United Kingdom, France, Germany, Spain, Italy, Austria, Malta, Cyprus, Slovenia, Sweden, Ireland, Finland, Bulgaria, Czech Rep., Denmark, Latvia, Poland, Slovakia, Estonia, who are at least eighteen (18) years of age or older at the time and who have an active e-mail account and Internet access prior to the beginning of the Contest. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor, its licensees, subsidiary, affiliated and successor companies and “immediate family members” and “household members” of such individuals, are not eligible to enter the Contest or win a prize. “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. Potential winners may be required to provide proof of legal residency in one of the countries listed above upon request prior to prize award. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate.
3. **Timing:** The Contest begins on or about **9:00 am Central European Time (“CET”) on the date indicated in the contest page and ends 11:59:59 p.m. on the date indicated on the content page** (“Promotion Period”). Administrator’s computer is the official clock for this Contest.
4. **How To Enter:** Visit <http://www.kipling.com/> to enter the Contest
  - a) Enter the contest by submitting your name, surname, email address, country, and language. Enter your guess for the number of people you think will participate.
  - b) Subscribe to the Kipling newsletter if you wish to.
  - c) Agree to the Terms and Conditions in order to be able to participate.
  - d) Submit your entry.
  - e) By participating in the Contest you agree to the Official Rules of the contest;

**Entry content guidelines:** Entries must comply with the following content guidelines to be eligible.

You must:

- give your real name and surname;
- enter a valid email address;

Sponsor reserves the right to verify all Entries. If a dispute arises regarding the identity of an entrant, the authorized subscriber of the email account used at the time of entry will be considered the entrant. "Authorized account subscriber" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. Any mechanical reproductions or automated entries are prohibited, and any use of such automated devices will cause disqualification. Please see the Sponsor's privacy policy at <http://www.kipling.com> for details of our policy regarding the personal information collected in connection with this Contest. By entering this Contest you consent to Sponsor, its promotional agencies and Contest judges storing and using the personal information you submitted with your entry for the purpose of administering the Contest.

Participants are allowed to submit one entry per participant.

Multiple entries in excess of any stated limitations or mass entry attempts by any method will result in disqualification of all entries by such person/email address. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties by any method of entry, is prohibited. Entrants who do not follow all instructions, provide the required information in their registration form, or abide by the Official Rules or other instructions of Sponsor may be disqualified. Furthermore, any Entry, which in the sole opinion of Sponsor is deemed to be inappropriate for publication will be disqualified.

- 5. Selection of Winners:** The winner will be designated amongst the people whom have participated in entering their personal data.  
One (1) winner will be selected from all eligible entries in the Contest Period.  
The winner will be announced within a week of the end of the contest.  
The winner will be designated based on the correct or closest guess of the number of participants.
- 6. Promotional E-mails:** While entering the Contest you may be asked to consent to receive promotional, informational, and/or reminder e-mails from Sponsor. Consenting to receive promotional, informational and/or reminder e-mails is optional and does not have to be agreed upon in order to be eligible to participate in the Contest. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to Sponsor's privacy policy found at <http://www.kipling.com/privacy-policy/>. The personal data you provide to us are

gathered in a global database controlled and processed by VF Europe BVBA, at Fountain Business Park – C. Van Kerckhovenstraat 110, B - 2880 Bornem, Belgium and may be transferred to VF affiliated entities also located outside of the European Union.

If you would like to receive updates from Kipling on new collections, events, promotions and news, please click the opt-in check box below:

(i) I would be happy to receive further communication from Kipling.

- 7. Determination of Winners:** Potential Winner will be posted Kipling International Facebook page as potential winners pending verification of eligibility. Winner will be notified by e-mail after the contest. To be eligible for any Contest Period the entry must be received, posted and recorded by the Sponsor's computer by the End Date of that Contest Period.

Potential Winners shall be required to complete, sign and return within five (5) business days of receipt a Declaration of Eligibility, a Liability Release and Indemnification, and a Publicity Release, where allowed by law. If the Declaration of Eligibility, Liability Release and Indemnification and Publicity Release document is not returned to Sponsor within specified time period, or if a notification or prize is returned as non-deliverable or if a potential Winner is found to be ineligible or otherwise not in compliance with these Official Rules, potential Winner may be disqualified. If potential Winner is disqualified for any reason, prize may be awarded to a runner-up determined in accordance with the criteria stated in these Rules.

If potential winners do not respond to Sponsor's solicitations after the contest within a month of the first solicitation, Sponsor reserves the right to forfeit the prize or award it to an alternative winner.

If there are no eligible entries in the Contest Period, Sponsor reserves the right to not award any prizes. Winners' name will be posted on

<http://www.facebook.com/KiplingInternational/>

- 8. Prizes, Recommended Retail price in specialized resellers ("RRP"):** One (1) Winner will be selected for a total of one (1) prize for the entire Promotion Period. The one (1) winner will be awarded with the displayed Kipling item on the contest page. No substitution, cash redemption or transfer of prize except with Sponsor's permission (which may be granted or withheld for any reason) or where required by law. Sponsor in its sole discretion may award a substitute prize/prize component of equal or greater value if advertised prize/prize component is unavailable at time of awarding for any reason. If a potential prize winner cannot accept a prize as stated herein, that prize may be forfeited in its entirety and awarded to an alternate winner. State taxes, if any, are the sole responsibility of the winner. Limit of one prize per household for the entire Promotion Period.
- 9. Liability Limitations:** Released Parties (as defined below) are not responsible for failed, partial or garbled, corrupt or jumbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction, programming errors or failures, or damage or failure of any network, hardware or

software. If for any reason the Contest is not capable of running as planned, as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest. In such event, Sponsor shall conduct the Contest and award the Contest prizes from all eligible entries received prior to and/or after (as appropriate as solely determined by Sponsor) or otherwise award the Contest prizes in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of cancellation/termination/ modification/suspension of Contest will be posted on the Site. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Contest or Site, to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure (whether wireless or Internet), theft or destruction or unauthorized access to (or any problems or technical malfunctions of) any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received (or the incorrect or inaccurate capture of registration, entry or other information, or the failure to capture, or loss of, any such information) on account of technical problems or traffic congestion on the Internet or at the Site, or any combination thereof. Released Parties are not responsible for any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Contest. Further, Released Parties are not responsible for any incorrect or inaccurate information, whether caused by Web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion.

Entrants further agree not to damage or cause interruption of the Contest and/or prevent others from participating in the Contest. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

10. **Conditions:** By participating, entrants (and each entrant's parent/legal guardian if entrant is a minor) agree to be bound by and abide by these Official Rules and the decisions of Sponsor shall be final and binding in all respects. By participating in this Contest, entrants agree to release and hold harmless VF Europe, BVBA, the Entry judges, their respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and/or prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors and assigns and Facebook (collectively and individually, the "Released Parties") from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, or property, or infringement upon any third party's rights, (including but not limited to, copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or inclusion of

material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light) arising in any manner, directly or indirectly, in whole or in part from participation in this Contest, or any Contest related activity, or breach or failure of any warranty or representation, and/or acceptance, possession, misuse or use of any prize(s). By accepting a prize, prize authorize the Sponsor, and those acting pursuant to the Sponsor's authority to use their names, voices, likeness, photographs, prize information, biographical data and cities and states of residence in any media know known or hereafter discovered, world wide, including on the World Wide Web and Internet, in perpetuity, at any time or times, in programming, advertising, trade and/or promotional material or on a winner's list (if applicable) without additional compensation (unless prohibited by law) or notice, review or approval. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation.

**TO THE EXTENT PERMITTED BY LAW, SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 11. Disputes:** Except as prohibited, any disputes concerning the construction, validity, interpretation and enforceability of these Official Rules without giving effect to any choice of law or conflict of law rules, shall be governed by, and construed in accordance with the laws of Belgium and shall be subject to the exclusive jurisdiction of the courts of Brussels, Belgium. THIS CONTEST IS VOID WHERE PROHIBITED.
- 12. Privacy Policy:** The entry information provided is subject to the Privacy Policy on <http://www.kipling/privacy-policy/>. To learn more about our privacy practices, access [www.kipling.com](http://www.kipling.com) web site and then click on the Privacy Policy link.
- 13. Winner Name:** The winner's name will be posted on

<http://www.facebook.com/KiplingInternational/>

**This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Sponsor and not to**

**Facebook. The information you provide will only be used as provided in Sponsor's privacy policy.**