

K2 x Original Penguin Collaboration Sweepstakes

10/15/2009

(The "Sweepstakes")
OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. Void in Puerto Rico and where prohibited or restricted by law. Sweepstakes is open to legal residents of the continental United States, Alaska and Hawaii who are 18 years of age or older at the time of entry. Sweepstakes is not open to the employees or the immediate family members of individuals employed by K2 Sports and Perry Ellis International, Inc., and each of their parent, subsidiary and affiliated companies, licensees, advertising and promotional agencies, employees, the independent judges, or those who have won a grand prize in any K2 giveaways in the past year. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. All entries become the property of Sponsors.

2. Sweepstakes commences October 15, 2009 and ends December 31, 2009 ("Promotional Period").

3. TO ENTER:

To enter, during the Promotional Period, visit the website at k2snowboarding.com/originalpenguin. Entrants need to completely fill out all required fields of the online registration form. You may also enter during the Promotional Period by obtaining and completing the registration form available at any one of the participating Original Penguin retail stores located in New York, New York; Los Angeles, California; Chicago, Illinois; Miami, Florida; Newport Beach, California; Dallas, Texas or Wrentham, Massachusetts, completely filling out all the required fields on the registration form and submitting to the store as directed

Entrants will be able to begin registering at 12:00 noon Eastern Time October 15, 2009. Registration will close at 12:00 noon Eastern Time on December 31, 2009.

In the event of dispute over the identity of a potential winner, online entries will be declared made by the authorized account holder of the email address submitted at the time of entry, and the potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the email address submitted upon entry. "Authorized account holder" is the natural person who is assigned to an email address by the Internet access provider, online service provider, or other organization that is responsible for assigning email addresses. Every entry submission must be manually keystroked and manually entered by the individual entrant. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from any related email or IP addresses may be blocked. Mechanically altered or reproduced entries are not eligible.

Each registrant is only entitled to one entry. The odds of winning depend on the number of valid entries received. By completing the registration form, entrant is agreeing to be notified by e-mail if he/she is chosen as a Potential Winner in the Sweepstakes. By entering, entrant acknowledges compliance with these official rules including all eligibility requirements. Sponsors are not responsible for any problems or technical malfunctions, human error, lost/delayed data transmission, omission, interruption, tampering, deletion, defect, line failures of any telephone network, computer online systems, servers or providers. Registrations that have been tampered with, altered, incomplete, or inaccurate are void. Sponsors are not responsible for computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsors reserve the right at their sole discretion to cancel, terminate, modify, or suspend this Sweepstakes. Should the Sweepstakes be terminated or cancelled prior to the stated expiration date, notice will be posted on the

website and at the Original Penguin Retail Store locations and any entries received prior to the termination or cancellation will be included in the judging. The use of any system or agent to submit entries in connection with this Sweepstakes is prohibited and will result in disqualification.

4. The Concept of the Sweepstakes: The Winner and/or Winners will be randomly selected by the Sponsor-designated judges from among all eligible entrants, on or about January 1, 2010. Odds of winning will depend on the total number of qualified entrants.

To be deemed an Official Winner ("Winner"), Potential Winner must, within ten (10) business days from receiving notification, respond and furnish to K2 Sports all requested information and complete all requested documentation, including an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law). If Potential Winner fails to respond within ten (10) business days of being notified, he/she will be disqualified and an alternate Potential Winner will be chosen, using the same criteria as described above, from all remaining eligible entries..

5. The prizes are as follows:

Grand Prize: one (1) Grand Prize will be awarded, consisting of one (1) K2/Original Penguin snowboarding collaboration (board, boots, bindings) and \$500 of Original Penguin clothing. Prize is not redeemable for cash or transferable, except to a surviving spouse residing in the same household, or otherwise at the sole discretion of the Sponsors.

Total Approximate Retail Value ("ARV") of Grand Prize is USD \$1,800.00

Weekly Prizes: eight (8) Weekly Prizes will be awarded in succession, beginning November 1, 2009, consisting of eight (8) \$100 gift certificates or gift certificate codes redeemable at www.originalpenguin.com.

Total Approximate Retail Value ("ARV") of all Weekly Prizes is USD \$800.00.

For more information about Original Penguin, please go to www.originalpenguin.com.

6. The Grand Prize and Weekly Prizes are non-transferable and have no cash equivalent. Substitution of prizes by Winners is prohibited. All prizes are subject to availability. Sponsors reserve the right in their sole discretion to substitute any prize with a prize of equal or comparable value. In the event that the Winner chooses not to accept his/her prize, or is unable to be notified, an alternate Winner will be selected from all of the remaining entries based on the criteria described above. Winner is solely responsible for all insurance, registration, and all applicable federal, state, and local taxes. Gift certificates or gift certificate codes may be subject to terms and conditions. Any unused portion shall be deemed forfeited.

7. Winner must prove eligibility. Registration into Sweepstakes constitutes Prize Winner's agreement to sign an affidavit of eligibility and any other legal documents that Sponsors may require (including a W-9 tax form, which will be provided by Sponsors). Receipt of any of the prize components of this Sweepstakes is conditioned upon compliance with any and all applicable federal, state, provincial, and local laws, rules, and regulations. Noncompliance will result in disqualification of Winner.

8. By participating in this Sweepstakes, entrants agree to be bound by these rules and the decisions of the Sponsors, which are final in all matters relating to this Sweepstakes. Entrants also agree to indemnify and hold Sponsors harmless from any responsibility or liability whatsoever for any claims, causes of action, injuries, losses, illnesses, litigations or damages of any kind resulting from acceptance, possession or use/misuse of any prize or participation in the promotion. In the event that any dispute arises regarding the meaning or interpretation of these official rules, participants agree that the dispute shall be resolved by applying the laws of the state of Washington and that it shall be resolved by and within the courts of that state.

9. Publicity: By accepting the prize, the winner consents to the use of his or her name and likeness by

Sponsors, in all media, for advertising and promotional purposes without additional compensation (except if winner is a resident of TN or where otherwise prohibited by law).

10. For a copy of the winner list and/or a copy of the official rules, send a stamped, self-addressed envelope to:

Attn: ORIGINAL PENGUIN SWEEPSTAKES
K2 SNOWBOARDING
4201 6th Ave S
Seattle, WA 98108

All requests must be received by June 1, 2010.

Sponsors: K2 Snowboarding, 4201 6th Ave. S., Seattle, WA 98108 & Perry Ellis International, Inc., 3000 N.W. 107th Avenue, Miami, Florida 33172

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