

“Nautica Malibu Triathlon Twitter Sweepstakes”

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

OFFICIAL RULES: NO PURCHASE NECESSARY TO ENTER OR WIN; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Sponsor/Administrator:** VF Sportswear, Inc. (“Nautica” or “Sponsor”), 40 West 57th Street, New York, NY 10019. Twitter is not affiliated with this Sweepstakes.
- 2. Eligibility:** The Nautica Malibu Triathlon Twitter Sweepstakes (the “Sweepstakes”) is open only to (a) legal residents of the fifty (50) United States or District of Columbia, (b) who are at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is older, and (c) have a Twitter account. 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, and/or their respective parent, subsidiary, affiliated and successor companies and “immediate family members” and “household members” of such individuals, are not eligible to enter the Sweepstakes 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 winner may be required to provide proof of U.S. legal residency upon request prior to prize award. All federal, state and local laws and regulations apply. Void in Puerto Rico and outside of the 50 United States and DC and where prohibited or restricted by law. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate.
- 3. Timing:** The Sweepstakes starts at approximately 11:00:00 AM Eastern Time (“ET”) on September 10, 2010 and ends on 11:59:59 PM ET on September 29, 2010 (“Entry Period”). Sponsor’s computer is the official time-keeping device for the Sweepstakes.
- 4. How to Enter:** If you don’t already follow Nautica on Twitter, visit <http://twitter.com/Nautica> and click on the icon to follow Nautica. Once you have signed up to follow Nautica, you must send a tweet from your Twitter account during the Entry Period telling us “why you love the sport of triathlon”. There is a limit of one (1) entry per person/Twitter account for the entire Entry Period. Additional entries will not be acknowledged. If you post updates to or receive updates from Twitter via SMS from your wireless phone, your wireless service provider may charge you for each text message you send and receive. Please consult your wireless service provider for more information. All terms and conditions of Twitter.com apply. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter accounts, identities, registrations, or logins, or through any other methods, may void all of that entrant’s entries and that entrant may be disqualified. The use of any automated system to enter or subvert the entry process the Sweepstakes is prohibited and may result in disqualification.
- 5. Entries may not include:** (a) any copyrighted material including but not limited to lyrics, copy, trademarks, logos, references to public or private figures living or dead, or profanity or material deemed inappropriate or offensive to Sponsor; (b) false or defamatory statements about any person or any third party; (c) third party trademarks which suggest affiliation with any trademark owner without permission of such owner or that dilute the value of any trademark; (d) act which is dangerous or harmful to person or property or suggests/depicts any person to undertake a dangerous activity; or (e) obscene, indecent, violent, sexually explicit, abusive, discriminatory, racially inflammatory or other morally or legally objectionable depictions of material, in the opinion of Sponsor. If an entry includes any of the prohibited elements listed above, the entry will be

disqualified, along with the entrant who submitted it. Sponsor reserves the right to modify or reject any entry, in their sole and absolute discretion, that does not meet the above criteria.

6. **Drawing:** After the Entry Period, Sponsor will select three (3) potential winners in a random drawing from all eligible entries received. The odds of being selected depend on the number of eligible entries received.
7. **Notification and Determination of Potential Winners:** Potential winners will be announced via Twitter at or around 12:00 PM ET on September 30, 2010, pending verification of eligibility. An individual is not deemed a winner unless and until he/she has complied with these Official Rules regardless of whether he/she has been announced as a winner on Twitter or in any other forum. Sponsor also will send each potential winner a direct message from @Nautica to the potential winner's Twitter account used to enter the Sweepstakes with instructions on how to claim the prize. In order to receive a direct message from Sponsor, you must (a) be following @Nautica and (b) have your account settings set to "unprotected" and/or "public." If a potential winner does not respond and comply with the instructions in the direct message within 48 hours after Sponsor sent the direct message or is not in compliance with these Official Rules, he/she will forfeit the prize and Sponsor may select an alternate potential winner in his/her place in a random drawing of all eligible entries received, if time permits. Except where prohibited, potential winners may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release"). If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant will be selected in his/her place in a random drawing of all entries received, if time permits. By participating, winners (and each winner's parent/legal guardian if winner is a minor) authorize the Sponsor, and those acting pursuant to the Sponsor's authority to announce his/her name on Twitter as a winner and to use his/her name, address (city and state), photograph, voice and/or other likeness, prize information and biographical data in any media now known or hereafter discovered, world wide, including without limitation 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 winners' 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.
8. **Prizes, Approximate Retail Values ("ARV"):** Three (3) winners will be awarded a \$385 ARV prize package consisting of a Nautica tote bag containing a Nautica brand towel and watch, a Nautica Malibu Triathlon jersey and shorts and a Nautica brand windbreaker. Total ARV of all three (3) prize packages \$1,155.00 Prizes are not transferable and must be accepted as awarded. Winners may not request cash or other substitution; however, the Sponsor reserves the right to substitute prizes with other prizes of comparable or greater value, in its sole discretion. All prize details will be determined by Sponsor in its sole discretion.
9. **Conditions:** Released Parties (as defined below) are not responsible for failed, partial or garbled entries or tweets, 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 Sweepstakes 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 Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor shall conduct the Sweepstakes and award the Sweepstakes prize from all eligible entries received prior to and/or after (as appropriate as solely determined by Sponsor) or otherwise award the Sweepstakes prize in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. 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 Sweepstakes, 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 any combination thereof. or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, or in any Sweepstakes-related materials. Released Parties are not responsible for any injury or damage to entrants' or any other person's computer related to or resulting from participation in this Sweepstakes. Further, Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes.

Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

Entrants further agree not to damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 Liability Limitations:** 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 Sweepstakes, entrants (and each entrant's parent/legal guardian if entrant is a minor) agree to release and hold harmless VF Sportswear, Inc. Twitter, 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 (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 Sweepstakes, or any Sweepstakes related activity, or breach or failure of any warranty or representation, and/or acceptance, possession, misuse or use of the prize (including any travel or activity-related thereto)

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 THIS 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 OF 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: Arbitration/Choice Of Law:** Except where prohibited, entrants (and entrant's parent/legal guardian if entrant is a minor) agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, these Official Rules, any prize awarded, and/or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of laws provisions, and all proceedings shall take place in the City of New York, County of New York.
- 12 Winners' Names:** For the Twitter names of the winners, send a self-addressed stamped envelope to: "**Nautica Malibu Triathlon Twitter Sweepstakes Winners' List**", 40 West 57th Street, New York, NY 10019, Attention: Marketing Department for receipt no later than October 15, 2010.