PYRENEX SWILDENS GIVEAWAY

Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: Sweepstakes (or "Drawing") is open only to legal residents of the European Union who are at least eighteen (18) years old at the time of entry and are first-time registrants to receive www.pyrenex.com emails. Entries originating from any other jurisdiction are not eligible. Employees of Pyrenex. and its parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and same household members of each such employee are not eligible. (For the avoidance of doubt, persons who registered to receive Pyrenex.com emails but subsequently cancelled their registration are NOT eligible for the Sweepstakes.) Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to be bound by these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Drawing. Winning the prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** Pyrenex, ZI de Péré, 40500 Saint-Sever, France.
- **3. Timing:** The Sweepstakes begins on April 11, 2019 at 12:00 a.m. Central European Time ("CET") and ends on April 24, 2019 at 11:59 p.m. CET (the "Promotion Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.
- 4. How to Enter: Online: During the Promotion Period, visit Pyrenex.com, complete and submit the registration forms including a valid email address. The registration forms are located in the Pyrenex.com blog section, accessible via the homepage by clicking on "#pyrenex" section. No purchase necessary to enter. You automatically will receive one (1) entry into the Drawing. Limit: A person may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant, at Sponsor's sole discretion, may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, garbled, inaccessible, corrupted or misdirected entries, which will be deemed ineligible and disqualified.
- **5. Winner Determination and Verification:** Sponsor's decisions are final and binding in all matters related to the Drawing. Potential winner must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Sponsor will randomly select the potential Drawing winner, from all eligible entries received during the Promotion Period. The potential winner will be notified by email after the date of random. In the event of noncompliance with this requirement (if applicable) or if potential winner cannot be contacted or is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries.
- **6. Prize:** ONE (1) GRAND PRIZE: The Grand Prize consists of one (1) Pyrenex Plume jacket color Red, one (1) Pyrenex Plume jacket color Yellow. Two winners will be selected to

win either the red or the yellow down jacket.

Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes (other than sales tax) and fees associated with prize receipt and/or use.

- **7. Release:** By participating, entrants and winners agree to release and hold harmless Sponsor, its parent company, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees, shareholders, representatives and agents (collectively, the "Released Parties") from and against any claim or cause of action, for any loss, harm, damage, injury, cost or expense, whatsoever including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of the prize.
- **8. Publicity:** Except where prohibited by law, by accepting the prize, winner grants to Sponsor and its agents the right to use winner's name, image, likeness, photograph, voice, opinions and/or hometown, state, and biographical information for promotional purposes in any media, worldwide, including on the Internet or via wireless application protocol, without further permission, payment or consideration.
- 9. General Conditions: Sponsor reserves the right to cancel, terminate, suspend and/or modify the Drawing, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's control impairs the integrity or proper functioning of the Drawing, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment or otherwise in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted at www.pyrenex.com. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Drawing; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Drawing; (4) technical or human error which may occur in the administration of the Drawing or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Drawing or receipt or use or misuse of the prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Drawing, if

feasible; if not feasible, Sponsor shall not have any liability whatsoever.

- 11. Disputes: To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Drawing or the award of the prize shall be resolved individually, without resort to any form of class action, and exclusively by the jurisdiction of France; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Drawing, 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, indirect, 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 the entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the country of France, without giving effect to any choice of law or conflict of law rules (whether of the country of France or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the French jurisdiction.
- **12. Entrant's Personal Information:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. By participating in the Drawing, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy at https://www.pyrenex.com.