

GUESS VIP TOUR WITH TIËSTO PROMOTION

Official Rules

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

1. Eligibility: GUESS VIP TOUR WITH TIËSTO PROMOTION (the "Promotion") is open only to legal residents of Australia, Canada, France, Germany, India, Indonesia, Italy, Malaysia, Mexico, the Netherlands, Singapore, South Africa, Thailand, the United Kingdom, and the fifty (50) United States and the District of Columbia who are at least twenty one (21) years old at the time of entry and who have a valid government issued passport that does not expire prior to 6 months from date of return travel. Employees of Guess?, Inc., ePrize, Inc., and their parent and affiliate companies (including all local subsidiaries) as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Promoter's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Guess?, Inc., 1444 South Alameda Street, Los Angeles, CA 90021.
Administrator: ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069 U.S.A.
Promoter: Busbrand Pty. Ltd., 3/29 Cromwell Street, Collingwood, Victoria 3066, Australia.

3. Timing: The Promotion begins on November 23, 2012, at 12:00 a.m. and ends on December 31, 2012, at 11:59 p.m. (the "Promotion Period"). Unless otherwise indicated, all times and dates are times and dates in Sydney (where the drawing will be held) which may be in AEST or AEDT depending on the date. Administrator's computer is the official time-keeping device for the Promotion. For clarity, the end date/time for the Promotion will be December 31, 2012, at 7:59 a.m. Eastern Standard Time; 1:59 p.m. Central European Time; 8:59 p.m. Hong Kong Time; 6:29 p.m. India Standard Time; 8:59 p.m. Singapore Time; 8:59 p.m. Malaysia Time; 7:59 p.m. Western Indonesian Time; 2:59 p.m. South Africa Standard Time; and 12:59 p.m. Greenwich Mean Time.

4. How to Enter: During the Promotion Period, visit the Guess Facebook® Page (www.facebook.com/Guess) and click on the "GUESS VIP TOUR WITH TIËSTO PROMOTION" application. If you do not already "like" the Guess Facebook page, you must first click on the "like" button in order to access the application. Once you enter the application, follow the links and instructions to complete and submit the registration form including a valid home address. P.O. Boxes are not permitted. You will automatically receive one (1) entry into the Promotion.

Limit: You may enter one (1) time per day 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 may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for

assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

Bonus Entries: There are two (2) ways to earn bonus entries during the Promotion Period as outlined below.

Like the Guess Watches Facebook Page: After you enter the Promotion, you will be invited to like the Guess Watches Facebook Page (www.facebook.com/Guesswatches). You will earn one (1) bonus Promotion entry during the Promotion Period when you "like" the Guess Watches Facebook Page and confirm the "like" in the pop-up box. Limit: One (1) bonus entry per Promotion Period.

Like the Tiesto Facebook Page: After you enter the Promotion, you will be invited to like the Tiesto Facebook Page (www.facebook.com/Tiesto). You will earn one (1) bonus Promotion entry during the Promotion Period when you "like" the Tiesto Facebook Page and confirm the "like" in the pop-up box. Limit: One (1) bonus entry per Promotion Period.

5. Grand Prize Drawings: The random Prize draw will be held at 12 noon on 4 January 2013 at 5th Finger Pty Ltd, Level 7, Tower Building Australia Square, 264 George Street, Sydney, NSW 2000. The eligible entrant whose entry is the first valid entry drawn will, subject to these Official Rules, win the Promotion prize ("Prize"). The potential winners will be notified by email, mail or phone. A potential winner who has been contacted by the Promoter will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the Prize. If a potential winner fails to sign and return the Declaration within the required time period, the potential winner forfeits the Prize and it will be awarded to the eligible entrant whose entry was the next valid entry drawn, provided that entrant signs and returns the Declaration. Receiving the Prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Promoter will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Where the prizes remain unclaimed or undistributed for a period of 2 months from the date of announcement of the winners, such prizes or the equivalent value shall be distributed as stipulated by applicable law. **FOR CANADIAN AND MALAYSIAN RESIDENTS ONLY:** If a potential winner is a Canadian or Malaysian resident he/she will also be required to answer a time limited skill testing question without assistance, in order to be eligible to receive a prize.

6. Prizes: ONE (1) GRAND PRIZE: A trip for three (3) to a Tiesto Concert on 2 March 2013 in Los Angeles, California, valued as of 1 October 2012 at a maximum of AUD\$6,300 (as of 1 October 2012, the conversion approximate equivalent value in select currencies is \$6,500 USD; €5,100; CAD\$6,400; SGD\$8,000; 343,500 INR; 54,000 ZAR). Trip package comprises: (i) round trip, economy-class air transportation for three (3) from a major airport near winner's home (determined by Promoter in its sole discretion) to Los Angeles, California; (ii) two (2) nights' accommodations at a hotel determined by Promoter in its sole discretion (single room, triple occupancy); (iii) three tickets to the Tiesto Concert in Los Angeles California on 2 March 2013; (iv) one (1) AUD\$1,500 American Express® gift card; (v) and one (1) AUD\$500 GUESS Shopping Card. Gift card and Shopping Card will be issued in currency that is relevant in the jurisdiction of the winner at the then-current exchange rate. Winner must travel on the dates determined by Promoter in its sole

discretion or prize will be forfeited. Notwithstanding the foregoing, Promoter will make reasonable efforts to select travel dates acceptable to winner. Trip must be booked at least twenty-one (21) days prior to departure. Approximate Retail Value ("ARV") in U.S.: \$6,500 USD.

Gift cards and Shopping Cards are subject to all terms and conditions printed on the back of the card or otherwise associated with the card. Trip subject to availability and blackout dates. Travel must be round trip. Promoter will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Promoter's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companions must be twenty-one (21) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. If in the judgment of Promoter air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Promoter's sole discretion. Promoter will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Promoter is not responsible if concert is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Promoter's sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Prizes are non-transferable and no substitution will be made except as provided herein at the Promoter's sole discretion. Promoter reserves the right, subject to the approval of the authorities that may have issued permits or authorizations for the conduct of the Promotion, 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 and fees associated with prize receipt and/or use. For Residents of the Netherlands Only: Prize is subject to a 29% tax. Odds of winning the Promotion prize depend on the number of eligible entries received for the applicable prize during the Promotion Period.

7. Release: Except where prohibited, by receipt of any prize, winners agree to release and hold harmless Promoter, Facebook, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, to the extent permissible by law, arising out of participation in the Promotion or receipt or use or misuse of any prize. This Release does not apply to claims for personal injury or death caused by the negligence of Promoter or Administrator.

8. Publicity: Except where prohibited, participation in the Promotion constitutes each winner's consent to Promoter's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and country for promotional purposes in any media, worldwide, without further payment or consideration.

9. General Conditions: Subject to the approval of the authorities that may have issued permits or authorizations for the conduct of the Promotion, Promoter reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Promoter's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Promoter in its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux (where applicable). Promoter 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 Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. Promoter's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: Except where prohibited, 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) to the extent permissible by law, 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 Promotion or receipt or use or misuse of any 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 Promotion, if it is possible. If the Promotion, or any part of it, is discontinued for any reason, Promoter, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded.

11. Jurisdiction/Disputes: Except as provided herein, entrant agrees the laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia. For Residents of the Netherlands Only: The Promotion will be operated in accordance with the Code of Conduct for Promotional Games of Chance. For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement. For Malaysia, Thailand, Indonesian, and Singapore Residents Only: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the ICC (International Chamber of Commerce) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one seat, and the legal place of arbitration shall be United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan, United States. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive laws of United States. For Residents of the United States Only: Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually,

without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (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, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to ePrize, Inc.'s Privacy Policy <http://www.eprize.com/privacy-policy> and Promoter's Privacy Policy <http://shop.guess.com/PrivacyPolicy/>. Promoter and Administrator have notified the U.S. Department of Commerce that they adhere by the rules of the Safe Harbor Framework available under http://www.export.gov/safeharbor/eg_main_018236.asp. Personal information will be used to: (a) contact potential winners; and (b) if an entrant selects to receive additional information or marketing materials from the Promoter on the entry form, to send additional information or marketing materials to that entrant. Entrants have the right to access, withdraw, and correct their personal data. Entrants may request such action by sending a message to GUESS International Opt-out Request c/o ePrize, Inc., One ePrize Drive, Pleasant Ridge, MI 48069 U.S.A.

13. Winner List: For a winner list, visit <http://bit.ly/OUV4Kq>. The name of the Prize winner will also be published in The Australian on 30 January 2013.

14. Severability: If any provision of these Official Rules is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect. Nothing in these Official Rules is intended to exclude, restrict or modify an entrant's rights under applicable law.

15. For France only: These Official Rules have been filed in France, with Maître Jean-Louis Hauguel, huissier, located at 14 rue du Faubourg Saint Honoré, 75008 Paris. They will be sent at no expense upon simple request made at the address of the Sponsor. Postage expenses at the normal rate will be reimbursed upon request made at the address of Sponsor. Reimbursement of the connection fees: Upon written request, the Promoter will refund to you the expense of your Internet connection incurred to enter the Promotion. The amount refunded to you will be €0.50. To request a refund, please send your request, and any necessary justification, to the Promoter. Entrants may be required to provide proof that expenses were incurred to enter the Promotion. The postage used in this request may also be refunded upon written request to the same address. Requests must be received by 15 January 2013.

16. For South Africa only: Entrant shall obtain all government approvals required for it to participate in the Sweepstakes and agree to these Official Rules and for entrant to discharge its obligations in terms of the Official Rules. Without limitation of the aforesaid, entrant shall obtain the approval of any applicable banking authority under applicable exchange control laws as may be necessary.

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