

9 Countries, 9 Men, 1 Winner – The search is on. You decide who wins.

Terms & Conditions as of 1 March 2010*

The “**9 Countries, 9 Men, 1 Winner**” Calvin Klein Underwear male model competition is coordinated and promoted by Warnaco (UK) Limited, company identification number N.I. 5449, located at Linen Hall, 162-168 Regent Street, London W1B 5TB, United Kingdom, trading as Calvin Klein Underwear (the “Promoter”).

ELIGIBILITY

1. The “**9 Countries, 9 Men, 1 Winner**” Calvin Klein Underwear male model competition (the “**Competition**”) is open for voting to individuals aged 18 years or older (at the time of entry). The Promoter may ask participants to show valid proof of age and identity. Votes will be disqualified if the individual is found to be under 18 years of age and/or to have provided false information.
2. Participants do not have to be citizens of England, France, Germany, Greece, Italy, Netherlands, Russia, Spain, and/or Sweden (the “**9 Countries**”), which are the nine countries involved in the Competition.
3. Employees or consultants of the Promoter or its affiliated companies, and their families, cohabitants, agents or anyone else connected with the Competition, are not eligible to enter the Competition.

VOTING

1. The nine finalists will compete on the Competition website (9countries9men.com) with one winner (the “Winner”) being chosen by public vote. Voting will be open from 1 March 2010 through 30 April 2010 (inclusive). The Winner will be announced by 31 May 2010.
2. To vote for their favourite finalist, participants can either (a) vote through an in-store event at participating stores across Europe; or (b) vote on the Competition website (9countries9men.com). It is free to vote.
3. Participants voting must accept these terms and conditions and grant all necessary consents. Participants are also subject to the Promoter’s terms of use and privacy policy, both of which can be found on the Competition website (9countries9men.com).
4. No responsibility is accepted for votes which are lost, damaged or incomplete.
5. All material submitted will be retained by the Promoter and will become the property of the Promoter. The Promoter will also have the ability to use any material submitted where reasonable in publicity, marketing and related activity. Participants hereby waive any intellectual property and moral rights to the submitted material.
6. The Promoter’s decisions are final and no correspondence shall be entered into.
7. By submitting a vote, participants: (a) acknowledge, accept and agree to these terms and conditions; (b) agree to be added to the Calvin Klein Underwear database and be informed of any future Calvin Klein Underwear promotion.
8. By voting in the Competition, you are consenting to your personal data being processed for the purposes of the Competition (including the publicity, marketing and related activity referred in paragraph 5 above). In addition, you will be added to the Promoter's database and be indicating your consent to receive publicity, marketing, promotional and advertising materials from the Promoter and its affiliated

- companies. Each communication you receive will give you the opportunity to opt-out of receiving future communications. The Promoter will not disclose your personal data to any third party outside of the Promoter's affiliated companies (other than to those agents or sub-contractors used by the Promoter in connection with the Competition) unless required by applicable laws or regulations. The Promoter will not transfer your personal data outside the European Economic Area without your consent.
9. Any omission to exercise, or delay in exercising, any right or remedy under these terms and conditions shall not constitute a waiver by the Promoter of that, or any other, right or remedy.
 10. The Promoter reserves the right to suspend, cancel or modify this Competition (including these terms and conditions) at any time (and for any reason) without notice.
 11. By voting in this Competition, the participant agrees to indemnify and hold harmless the Promoter and its affiliates and their promotional partners (including each of their respective officers, directors, employees and agents) from and against any liabilities, losses, damages, rights, claims or other causes of action of any kind arising (in whole or in part) directly or indirectly, out of participation in the Competition. For the avoidance of doubt, nothing in the preceding sentence is intended to limit the Promoter's liability in respect of personal injury caused by the Promoter's negligence.
 12. The Competition (including these terms and conditions) will be governed by English law and is subject to the exclusive jurisdiction of the relevant English courts.
 13. To obtain further information you must contact Warnaco by mail at the following address: Warnaco c/o Marketing Team, Linen Hall, 162-168 Regent Street, London W1B 5TB, United Kingdom.

PRIZES

Please note that participants are voting 'just for fun' and there is no reward or prizes for doing so.

The eventual Competition Winner in the public vote will receive the prizes listed below**.

1. The Winner will be offered a one-year male modelling contract with Select Model Management.
2. A luxury holiday for two people to South Africa, including seven nights in a five star accommodation with breakfast included, return economy flights and return airport and accommodation transfers.

The Other Competition Finalists each receive a one-year supply of Calvin Klein Underwear Product worth up to €934 (£825)**.

* For a copy of the original Competition terms and conditions that applied to all entrants to the Competition, please contact the Promoter.

** Please note that the Promoter is entitled to substitute these prizes.