

2018 Vans Custom Culture Contest

NO PURCHASE NECESSARY.

The 2018 Vans Custom Culture Contest (“Contest”) is open only to public or private high schools (grades 9 – 12) in the 50 U.S. states and the District of Columbia that register with Vans, a division of VF Outdoor, LLC (“Vans”). Void in Puerto Rico and where prohibited by law. Contest is only open to those high schools that register with Vans (with Vans determining whether or not to accept their registration, in its sole discretion; such decision is final and binding and not subject to appeal). Contest is not open to the general public or to any high school that won a Grand Prize in previous versions of the Vans Custom Culture Contest. For the avoidance of doubt, parental home school programs are NOT eligible to participate in the Contest, nor will they be invited to participate in the Contest. However, after-school programs and clubs ARE eligible if and only if they are operated under the auspices of, or otherwise directly affiliated with, a public or private high school (any such after-school program/club is also referred to herein as a “high school.”)

- I. **CONTEST PERIOD.** Contest starts on January 3, 2018 and ends on May 4, 2018. The dates of the various stages comprising the Contest are set forth in the following chart.

Stage of Contest	Start Date	End Date
Registration Period	January 3, 2018 @ 8:00:01 a.m. PT	January 31, 2018 @ 5:00:00 p.m. PT
Submission Period	March 1, 2018 @8:00:01 a.m. PT	March 30, 2018 @ 5:00:00 p.m. PT
Initial Round Judging-	April 9, 2018	April 20, 2018
Public Voting (as part of 2 nd Round Judging)	April 23, 2018 @ 8:00:01 a.m. PT	May 4, 2018 @5:00:00 p.m. PT
Finalist Notification	May 7, 2018	May 11, 2018
Finalist Round (Final Event for Grand Prize-winning high school to take place between May 14 & 18)	May 14, 2018	May 18, 2018

II. TO ENTER.

(A) Authorized Representative. High school must designate an authorized representative who (alone) will be responsible for communicating with Vans regarding high school's participation in Contest. Authorized representative must be 21 or older and a teacher, staff member or other registered school official with the requisite authority to bind the high school and (to the extent allowed by law) its students for purposes of Contest participation; for the avoidance of doubt, authorized representative **MUST** be the same person who registers high school with Vans unless Vans expressly allows another person to function as authorized representative of high school (it being understood that Vans may grant or withhold such consent in its sole discretion and without liability of any kind.) As a condition of participation by his/her high school, authorized representative agrees to use his/her best efforts to secure any and all additional consents and releases from third parties (including students, and if student is a minor in his/her jurisdiction of residence, such student's parent/legal guardian), so as to perfect all releases or grants of rights referenced in these Official Rules. Authorized representative may be required by Sponsor, in its sole discretion, to substantiate that he/she is indeed authorized to represent high school and have the high school participate in the Contest; that he/she is the same person who registered the high school with Vans (unless expressly exempted by Vans, as discussed above); and/or that students at the high school (and/or their parents or legal guardians, if students are minors in their jurisdiction of residence) have consented to Contest participation. If Sponsor determines in its sole discretion that such proof is inadequate or otherwise unacceptable, if authorized representative fails to furnish such proof upon Sponsor's request, applicable high school will not be allowed to participate in the Contest and Sponsor shall have no liability of any kind in conjunction therewith.

(B) Contest Submission. If a high school's registration is accepted by Vans, Vans will furnish high school with one (1) pair of Slip-Ons and Authentics sneakers (blank/white color; size 9)^{^^} as well as a set of basic art supplies, including pencils, **markers, glue sticks, tempera paint, paint brushes and a watercolor pad**, appropriate for use by up to twenty (20) students. (Acceptance of registration by Vans merely signifies that high school may enter the Contest; all registered high schools will receive the same set of basic art supplies, **although the particular colors of tempera paint may vary; for the avoidance of doubt, while art supplies may be used by a high school's students to participate in the Contest, such use is not required nor will using the art supplies in any**

way improve or otherwise affect a given high school's likelihood of winning prizes in the Contest.) High school participates by customizing both pairs of sneakers to reflect both of the following themes -- Local Flavor and "Off The Wall" (reflection of the core values of the Vans brand of creativity, authenticity and passion). One (1) sneaker style must be devoted to each theme, so that both themes are addressed. In addition, high school must submit a statement (of no more than 500 words) as to how winning the \$75,000 **donation element of the** Grand Prize will have a positive impact on the high school generally, the high school's art program specifically, the high school's students and the community of which the high school is a part. Contest submission (also referred to as "entry" or "submission") consists of [i] uploaded photos of each of the two (2) customized sneakers, [ii] a third photo of both customized sneakers together (do not include students or any other persons in any photo along with the customized sneakers), and [iii] the impact statement. If any of the three (3) above elements has been omitted, a high school's Submission is incomplete and will not be accepted. Elements of Submission must be made in accordance with the applicable Guidelines in Rule II D below. Limit one (1) Contest submission per high school. Submission should not be named or include any material (other than, perhaps, the statement) which directly states or implies the nature of the underlying theme for either of the customized sneakers. If high school participated in a previous year's edition of the Vans Custom Culture Contest, the high school cannot use the same submission (in whole or in part) for its customized sneaker photos in this year's Contest. Rather, the entire submission must be created specifically for *this* Contest.

(C) Entry Deadline. Submission must be received in its entirety during Submission Period (March 1, 2018 at 8:00:01 a.m. PT – March 30, 2018 at 5:00:00 p.m. PT) at www.vans.com/customculture (also referred to herein as the "Vans Custom Culture web site"). Piecemeal or partial submissions will NOT be accepted. Proof of e-mailing/sending does not constitute proof of submission. Vans will acknowledge receipt of submission; however, such acknowledgment does not constitute any representation of eligibility of submission. Authorized representative must complete the accompanying registration form as part of the submission process, and check the box indicating that he/she (on behalf of the high school and its students, to the fullest extent permitted by law) has read, fully understands and agrees to these Official Rules. Submission must include a complete list of the names of all students involved in development and preparation of high school's Contest submission (and, as discussed in Rule IVA

below, only students on this list are eligible to receive a custom code if the high school is confirmed as the Grand Prize winner; **and, as discussed in Rule IVB below, only students on this list are eligible to receive a Journeys gift card if the high school is confirmed as a Finalist winner**); this list may only be amended with the written consent of Vans, which may be granted or withheld in its sole discretion and without liability of any kind.

(D) Guidelines.

- (i) **Customized Sneakers.** Photos of customized sneakers must be captured with either a digital camera or scanned from a film slide, negative or print and submitted in the baseline JPEG recording format. Prints or slides are ineligible. Photos of customized sneakers must be taken against a solid background (preferably, black or white); photos cannot include any props or added graphics (the photos should only include the customized sneakers). In addition, the photos should NOT include any content as to the statement/message represented by the customized sneakers. (In other words, the images of the customized sneakers should “speak for themselves.”) Complete specifications for photos will be supplied to high school along with sneakers, as per Rule II (B) above; such specifications are made a part of these Official Rules and incorporated herein by reference. In the event of any inconsistency between the specifications and these Official Rules, these Official Rules shall prevail, govern and control in all respects.

- (ii) **Photos/Statements– Rights.** Photos and Statements must be solely the ORIGINAL work of the students of the high school, except only for the assistance of the authorized representative and/or high school teacher(s). {However, if Vans or judges determine, in their sole discretion, that permitted assistance by third parties is excessive such that the entry no longer represents the actual work of the students themselves, the entry may be disqualified.} **DO NOT COPY (IN WHOLE OR IN PART) THE WORKS OF THIRD PARTIES.** Photos/Statements cannot include any content that violates or infringes upon the intellectual property or other rights of any third party (including but not limited to rights of publicity, privacy, patent,

trademark, copyright, or libel, defamation or slander). BY WAY OF EXAMPLE ONLY, DO NOT USE IN THE PHOTOS OR STATEMENT THE NAMES OR LOGOS OF FAVORITE BANDS; THE NAMES OF CELEBRITIES/ATHLETES; "SAMPLES" (I.E., EXCERPTS) OF OTHER PERSONS' WORKS, REPRODUCTIONS OF WORKS OF ART OR OTHER MATERIALS NOT CREATED BY THE STUDENTS THEMSELVES. Other than the sneakers themselves, submission should not include any content that is not owned or licensed by high school (i.e., authorized representative, participating high school teacher(s) and students). If Vans, in its sole discretion, suspects such violation/infringement of third party rights, entry will be disqualified. For the avoidance of doubt, Sponsor grants authorized representative, participating high school teacher(s) and students (students' parents'/legal guardians', if students are minors in their jurisdiction of residence) the limited, non-transferable right to use the Vans brand name and associated trademarks solely for purposes of participation in this Contest in accordance with these Official Rules, with the understanding that such use is solely for the benefit of Sponsor and will terminate automatically at the end of the Contest. (Any other use of Sponsor's trademarks constitutes an actionable violation of Sponsor's rights.)

- (iii) **Other Content Requirements.** Entry must NOT promote a commercial/business enterprise, a charity, political, religious cause or any cause other than the themes of the Contest and the subject matter of the statement. Entry must NOT include any content that is offensive, that is derogatory (i.e., "hate speech" of any kind) or otherwise unfit for publication (as determined by Vans or judges in their sole discretion) or that has been previously published (on-line or otherwise). Statement must, to the best of the knowledge and belief of high school students, authorized representative and/or high school teacher(s), as applicable, be truthful. Statement also must not include any information or data that is protectible as a trade secret or subject to a fiduciary duty (including the duty of confidentiality); DO NOT DISCLOSE ANY PERSONALLY IDENTIFYING INFORMATION REGARDING HIGH SCHOOL STUDENTS, TEACHERS, ADMINISTRATORS OR

OTHER COMMUNITY MEMBERS IN THE STATEMENT.

(iv) Entry As “Work Made For Hire”

Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) understands and agrees that the entry shall be deemed a “Work Made For Hire” under the copyright laws of the United States, the entry being specially prepared by the high school (authorized representative, participating teachers and students) for Vans. If the entry is deemed not to constitute a “Work Made For Hire,” authorized representative agrees, in exchange for good and valuable consideration in the amount of \$3, to transfer and assign any and all rights, title, and interest in and to the entry to Vans, including but not limited to the copyright and renewal rights in the entry, worldwide.

Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) hereby waives in favor of Vans, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that authorized representative (and/or teachers and/or students) may now or later have to the entry.

Authorized representative further agrees to execute all documents and take all actions deemed necessary by Vans in its sole discretion (including using his/her best efforts to have teachers and students and their parents/legal guardians, if such students are minors in jurisdiction of residence, also execute such documents) so as to effect, record or perfect the entry’s status as a “work made for hire” or the foregoing assignment, as applicable.

III. WINNER DETERMINATION.

A. Overview. The top fifty (50) submissions will advance to the 2nd round judging in the Contest (which includes public voting). The five (5) high schools with the highest scores after the conclusion of the 2nd round judging will advance to the Finalist Round. In the Finalist Round, the five (5) Finalist High Schools will compete against each other for prizes.

B. Initial Round Judging. The initial round of judging will occur between April 9 and April 20, 2018. Those high schools whose submissions have one (1) of the top fifty (50) highest scores advance to the 2nd round judging in the Contest and will be announced on www.vans.com/CustomCulture **and the authorized representatives of the top fifty (50) high schools will be notified via e-mail to such effect.** If a high school advances to the

2nd round judging, for each student at that high school who was involved in the high school's participation in the Contest, a Release must be completed by the student's parent/legal guardian (or the student him/herself, if student is of legal age of majority). Authorized representative should keep on file signed Releases as these may be required **should high school be selected as a potential Finalist (as per subsection "C" below)** and/or for other reasons. In addition, to the extent that the statement element of the high school's Contest submission contains opinions, assertions or conclusions about the high school or surrounding community, the authorized representative should also keep on file any necessary documentation to support such opinions/assertions/conclusions. The initial round of judging will be (i) conducted by an expert panel comprised of Vans marketing executives, designers, art directors and marketing managers, and (ii) based upon the following criteria (each to be weighted equally) – Overall Creativity (for customized sneakers element of Submission: method, use of material/media, originality, imagination, ability to showcase new, meaningful concepts; for statement element of Submission: communication of projected positive impact of \$75,000 **donation** in an informative and persuasive manner); Relevance to Theme (for customized sneakers element of Submission: how the customized sneakers element of the Submission reflects the two themes of the Contest; for statement element of Submission: how effectively the statement adheres to the assigned subject of the projected positive impact of \$75,000 **donation**); Execution (the customized sneakers and statement as a finished work). In the event of a tie, the advancing high school will be the high school whose submission (among the tied submissions) had the higher/highest score in Overall Creativity. For the avoidance of doubt, Genesco Inc. and Laguna College of Art & Design will not participate in the initial round of judging.

- C. **2nd Round Judging.** The 2nd round judging consists of (1) public voting (50%) and (2) the submission's score in the initial round of judging (50%, as discussed above). The public voting phase of the 2nd round judging will be implemented by Vans and/or a designated third party agency and will take place from April 23, 2018 at 8:00:01 a.m. PT to May 4, 2018 at 5:00:00 p.m. PT. (But, by posting a notice on www.vans.com, Vans reserves the right to modify the timing/postpone the public voting phase of the 2nd round judging.) In the public voting phase, the public will have the opportunity to vote for their favorites among the high school submissions that advanced to the 2nd round judging.† The public voting phase will be conducted in accordance with the regulations posted on the public voting website, which are incorporated herein by reference and made a part of these Official Rules. In the event of any inconsistency between these Official Rules and the public voting regulations, these Official Rules shall prevail, govern and control in all respects, except with regard to the public voting phase **of the Contest** for which the public voting regulations shall prevail, govern and control. The high schools whose

submissions have the five (5) highest cumulative scores (i.e., public vote total plus submission's score in the initial round of judging) will be the potential Finalists, advancing to the Finalist Round (if confirmed as Finalist). Authorized representatives of Finalists will be notified by phone, e-mail or mail between Monday, May 7, 2018 and Friday, May 11, 2018 (actual method of notification being of Sponsor's sole discretion). **IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR BETWEEN MONDAY, MAY 7 AND FRIDAY, MAY 11, AUTHORIZED REPRESENTATIVE'S HIGH SCHOOL WILL BE DISQUALIFIED AND THE HIGH SCHOOL WITH THE NEXT HIGHEST CUMULATIVE SCORE WILL BE DEEMED A POTENTIAL FINALIST IN PLACE OF THE DISQUALIFIED HIGH SCHOOL.** A high school is not a potential Finalist prize winner unless and until its authorized representative has received such notification from Vans (notwithstanding public vote tally on the public voting website and/or the Vans website) and will not be a Finalist unless and until Vans representative has confirmed high school's Finalist status. **So as to confirm a high school's Finalist status, authorized representative must submit the completed/signed Student Releases and substantiation of the opinions/assertions/conclusions in high school's statement, to the extent applicable (see subsection B above) to Sponsor for receipt no later than the designated deadline.**

†With regard to the statement element of the submission for those high schools that advance to the 2nd round judging, the statement will be accessible in its entirety to persons who click on a designated hypertext link.

A registered user may vote one (1) time in total. The use of robotic or automatic devices for voting or the use of any artifice whereby a registered user attempts to vote more than once or to otherwise manipulate the voting (including but not limited to offering payments, gifts or other consideration in exchange for votes or disparaging submissions) is prohibited. Should Vans determine in its sole discretion that a high school is engaged (directly or indirectly, in whole or in part) in such improper activities, such high school's submission will be disqualified and all votes from such suspect source will be discounted. Vans will display the uploaded submissions in any pattern, format or sequence which may or may not be rotated or varied in Vans's sole discretion and the high school's submission will only be identified as follows: *NAME OF HIGH SCHOOL, CITY, STATE OF HIGH SCHOOL.*

SUBMISSIONS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE STUDENTS/TEACHERS/AUTHORIZED REPRESENTATIVES OF HIGH SCHOOLS AND DO NOT REFLECT THE VIEWS/OPINIONS OF VANS IN ANY MANNER. VANS IS ACTING AS A PASSIVE CONDUIT FOR THE POSTING/PUBLICATION OF SUBMISSIONS AND HAS NO OBLIGATION TO AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH SCREENING, MONITORING OR REVIEWING THE

CONTENT OF SUBMISSIONS. VANS WILL NOT EDIT OR ALTER THE CONTENT OF ANY SUBMISSION IN CONJUNCTION WITH CONTEST PARTICIPATION.

D. **Finalist Round.** In the Finalist Round to take place May 14 – 18, 2018, Vans marketing executives, designers, art directors and marketing managers will re-evaluate the five (5) Finalist high school submissions as compared to one another based on the same judging criteria as used in the initial round of judging (in **subsection B above**). The composition of the Finalist Round judging panel will be similar to (although not necessarily the same as) the judging panel in the initial round of judging of the Contest; Sponsor reserves the right, but has no obligation, to include one or more celebrity judges as part of the Finalist Round judging panel. Authorized representative of Finalist High School will be notified of **prize won** (i.e., whether Finalist High School won the Grand Prize or Runner Up prize. **The winners of Prizes Presented By Vans will also receive Prizes Presented By Journeys, as per Rule IV below.** In addition, Laguna College of Art & Design may independently offer scholarships to students at Finalist High Schools; and, the determination of students from Finalist High Schools who receive scholarships will be completely separate and apart from the award of prizes in the Contest; see Rule VI below.

IV. PRIZES.

A. Prizes Presented By Vans

- (i) **Grand Prize (1).** Grand Prize consists of the following elements:
 - (a) \$75,000 donation by Vans to Grand Prize-winning high school's art program;
 - (b) One (1) custom code redeemable for one (1) pair of Vans Customs sneakers (winner's choice of Classics, Pro Skate, All Weather or Classic Lites) for each student of the Grand Prize-winning high school who actually participated in the creation of Grand Prize-winning High School's Contest submission (as identified on the list submitted as part of the Grand Prize-winning High School's Contest entry), up to a maximum of twenty (20) custom codes [even if Grand Prize-winning high school has more than twenty (20) students on the list submitted as part of its Contest entry; and, Vans expressly disclaims any and all liability to any students on Grand Prize-winning high school's list who do not receive a

custom code]. Custom code element of Grand Prize will be provided to students at the Final Event at Grand Prize-winning high school [as per **subsection (c)** below]. If a student does not attend the Final Event for any reason, the custom code will be furnished to authorized representative or a designated teacher or administrator at the Grand Prize-winning high school. Sponsor will have awarded the custom code element of the Grand Prize for a given student by leaving it with such authorized representative/designated teacher or administrator; and, should the student in question not receive the custom code for any reason, the sole recourse of such student (if a minor, of his/her parent or legal guardian) is against the authorized representative/designated teacher or administrator with Sponsor having no liability in conjunction therewith. Custom code is subject to terms and conditions of use as well as www.vans.com/customs; without limiting the foregoing, Custom Code is not a gift certificate/gift card, must be used within one (1) year and cannot be redeemed in conjunction with any other offer/promotion/coupon/discount. Each Custom Code has an approximate Retail Value of up to \$95. If actual value of corresponding pair of Vans Customs sneakers is less than \$95, student will NOT receive the difference in cash or otherwise;

- (c) The “Final Event”: a visit by Vans to the Grand Prize-winning high school, with games, activities and other forms of entertainment as well as a barbecue for the entire student body of the Grand Prize-winning high school; Journeys (Genesco Inc.) shall provide **a stage for a performance by a musical guest of its sole choosing. All aspects of the musical guest’s performance, including duration, playlist and restrictions are in the sole discretion of Genesco Inc. and Sponsor disclaims any and all liability relative to such performance. By way of example only, such restrictions may include a prohibition on recordation of the musical guest’s performance as well as acceptable forms of conduct.** Visit is scheduled for one day between May 14-18. Actual date of visit is subject to approval of Grand Prize-winning high school administration, including principal; once determined, authorized representative will be notified of date of visit. (In the unlikely event that Sponsor and Grand Prize-winning high school administration cannot reach agreement as to date of visit or if Grand Prize-winning high school cannot accept the visit element of the Grand Prize for any reason, the visit element

of the Grand Prize will be forfeited by Grand Prize-winning high school without compensation or alternate prize of any kind.) Upon providing notice to authorized representative and without liability of any kind, Sponsor reserves the right to postpone and re-schedule visit due to inclement weather, civil commotion or other *force majeure* event, with the understanding that Journeys (Genesco Inc.) **and/or the musical guest** may not be available to participate in the visit on such re-scheduled date; Sponsor further reserves the right, in consultation with Grand Prize-winning high school administration, to modify the games/activities/entertainment in the event of inclement weather (again, without liability of any kind to Vans or Genesco Inc.) Visit will last for approximately two (2) hours; but, if less than two (2) hours, Sponsor and Genesco Inc. shall not have any liability of any kind. **Only Grand Prize-winning high school students, administration and staff will be allowed on campus of high school for visit.** The menu for the barbecue (specific foods and non-alcoholic beverages) will be determined by Sponsor in consultation with Grand Prize-winning high school administration; however, Sponsor disclaims any and all liability should any attendee find menu options not to his/her liking. Specific games/activities/entertainment to be determined by Sponsor in its sole discretion in consultation with Grand Prize-winning high school administration. Such activities may perhaps include specific recognition of students who actually participated in the creation of Grand Prize-winning high school's Contest submission and the nature of such recognition shall be solely determined by Sponsor. Unless Sponsor representatives grant specific, written consent to attendee, visit cannot be recorded in electronic, audio or video format; in addition, any recordation of Journeys presence at the visit **and/or musical guest's performance** also requires the specific, written consent of representatives of Genesco Inc. **and/or authorized representative of musical guest.** At all times, attendees must conduct themselves in a respectful, appropriate, and well-behaved manner in conjunction with visit. Should a given individual fail to do so (as determined by Sponsor in its sole discretion), such individual will be ejected from the visit (in egregious cases, without warning of any kind) and, if such individual received a custom code because he/she actually participated in the creation of Grand Prize-winning high school's Contest submission, such individual may be required to forfeit the custom code (or, if already redeemed, to pay Sponsor the value of the pair of Vans customs

sneakers for which it was redeemed); in addition, Genesco Inc. may require such individual to forfeit the Journeys gift card (or if already redeemed, to pay Genesco Inc. the value of the gift card) **received as a prize (i.e., Prizes Presented by Journeys, as per subsection B below)**. Should a significant number of individuals act in an inappropriate manner or if an incident occurs of significant enough magnitude to present a safety hazard or to reflect adversely on the Vans brand and/or on the Journeys brand (as determined by Sponsor in its sole discretion, in consultation with Genesco Inc.), Sponsor reserves the right to cancel the visit **in part or** altogether. In all cases, any relief sought by Sponsor and/or Genesco Inc. **and/or musical guest** (as appropriate) pursuant to this subsection shall not prevent Sponsor and/or Genesco Inc. **and/or musical guest** (as appropriate) from seeking other remedies to the full extent permitted by law. Approximate Retail Value of visit is \$60,000.

- (ii) **Finalist Runner-Up Prizes (4, 1 per Finalist high school which did not win the Grand Prize)**. \$10,000 donation by Vans to Finalist high school's art program **Ω** and one (1) limited edition art pack (with art supplies, such as a sketch book and pencils, as well as a piece of artwork by a Vans Custom Culture artist of Vans' sole choosing), for each student of the Finalist Prize-winning high school who actually participated in the creation of Finalist Prize-winning High School's Contest submission (as identified on the list submitted as part of the Finalist Prize-winning High School's Contest entry), up to a maximum of twenty (20) art packs [even if Finalist Prize-winning high school has more than twenty (20) students on the list submitted as part of its Contest entry; and, Vans expressly disclaims any and all liability to any students on Finalist Prize-winning high school's list who do not receive an art pack]. Art packs will be furnished to authorized representative or a designated teacher or administrator at Finalist Prize-winning high school. Sponsor will have awarded the art pack element of the Finalist Prize for a given student by supplying it to such authorized representative/designated teacher or administrator; and, should the student in question not receive the art pack (or any element thereof) for any reason, the sole recourse of such student (if a minor in his/her jurisdiction of residence, of his/her parent or legal guardian) is against the authorized representative/designated teacher or administrator with Sponsor having no liability in conjunction therewith. Each art pack has an approximate retail value of \$35. (Such value does NOT

represent the possible re-sale value of the piece of artwork included in the art pack.)

For the avoidance of doubt, Grand Prize-winning high school will not also win a Finalist Prize.

Ω For the avoidance of doubt, if an after-school program or club participates in the Contest, the donation element of the Grand Prize or Finalist Prize (as the case may be) will be made to the corresponding high school's art program and not to the after-school program/club specifically.

B. Prizes Presented By Journeys: Journeys will award additional prizes to the Finalist Prize winners (i.e., who won Prizes Presented By Vans).

- (i) **Grand Prize (1).** \$50 Journeys gift card for each student who actually participated in the creation of Grand Prize-winning High School's Contest submission.

- (ii) **Finalist Runner-Up Prize (up to 4, 1 per Finalist high school which did not win the Grand Prize).** \$20 Journeys gift card for each student who actually participated in the creation of Finalist Prize-winning High School's Contest submission.

For the Prizes Presented By Journeys, Genesco Inc. will award up to a maximum of twenty (20) Journeys gift cards per prize-winning high school (even if prize-winning high school has more than twenty (20) students on its list of students who actually participated in the creation of **its Contest submission**; and, Genesco Inc. expressly disclaims any and all liability to any students on a high school's list who do not receive a Journeys gift card.)

Journeys gift cards may be awarded in virtual or physical form, as determined by Genesco Inc. in its sole discretion. Journeys gift cards are redeemable at *Journeys, Journeys Kidz* and *Shi by Journeys* store locations in the United States as well as at www.journeys.com. See Gift Card Terms & Conditions at www.journeys.com for full details regarding Journeys gift cards.

V. PRIZE CONDITIONS.

High school's participation in Contest and receipt of any **prizes** awarded is subject to the high school's policies and/or applicable laws/regulations governing the high school's participation in third party promotions and acceptance of prizes/awards from third party business entities. **IT IS AUTHORIZED REPRESENTATIVE'S SOLE RESPONSIBILITY TO CONFIRM IN WRITING THAT THE HIGH SCHOOL IS LEGALLY PERMITTED TO PARTICIPATE IN CONTEST AND ACCEPT PRIZING IF A WINNER, IT BEING UNDERSTOOD**

THAT VANS IS EXPRESSLY RELYING ON THE TRUTH OF SUCH REPRESENTATION IN INVITING HIGH SCHOOL TO PARTICIPATE IN CONTEST AND ACCEPTING ITS REGISTRATION FOR CONTEST. VANS, LAGUNA COLLEGE OF ART & DESIGN AND GENESCO INC. (AS APPLICABLE) SHALL HAVE NO LIABILITY TO HIGH SCHOOL AND/OR HIGH SCHOOL'S AUTHORIZED REPRESENTATIVE, TEACHERS, AND STUDENTS (AND THE PRIZES OR THE VALUE THEREOF AWARDED TO HIGH SCHOOL MUST BE RETURNED IMMEDIATELY UPON DEMAND, AS APPLICABLE) IF HIGH SCHOOL IS NOT LEGALLY PERMITTED TO PARTICIPATE IN CONTEST AND/OR ACCEPT PRIZES AS A WINNER.

Prizes are subject to availability and other restrictions (see Rule IV above). All expenses related to acceptance or use of prizes which are not specified in these Official Rules as well as any applicable taxes on **prizes** are high school's (or authorized representative's/student's/teacher's) sole responsibility. No prize transfer. No prize substitution, except at the sole discretion of Vans or Genesco Inc. (as applicable) due to unavailability of prize/prize component for any reason and only then for prize/prize component of comparable value. **(The preceding expressly excludes the Prizes Presented By Journeys to the extent applicable law allows the holder to redeem a gift card for its cash value.)**

VI. LAGUNA COLLEGE OF ART & DESIGN SCHOLARSHIP

Laguna College of Art & Design will award a partial scholarship to one (1) student at each Finalist High School. Only students at the Finalist High School who will graduate in Spring 2018 (i.e., high school seniors) and who actually participated in the creation of the High School's Contest entry (as per the list submitted as part of the High School's Contest entry) may apply for the scholarship. To apply, eligible students submit an essay, portfolio showing their work, official high school transcript and SAT 1 or ACT score, as well as any additional information and materials that Laguna College of Art & Design may require by the specified deadline. No application fee is required to apply for scholarship. For full application requirements, see www.lcad.edu.

Essay must address one (1) of the following two (2) topics: (a) *Describe the first time you heard about LCAD. Include two (2) things we offer that you believe would be most beneficial to you.* or (b) *Tell us why you feel LCAD is a better fit for you over another college that you were considering. Be sure to refer to specific institutes for comparison.* Essay must be between 300 and 500 words (no exceptions).

Portfolio must be submitted in compliance with formatting and other requirements. Eligible student may, depending on their area of interest, submit one (1) of the following genres of portfolio: Fine Arts, Illustration, Design and Digital Media, Animation, Game Art. Specific requirements vary depending on genre of portfolio. For full requirements for portfolio submission, see www.lcad.edu.

Laguna College of Art & Design is not responsible for lost or damaged portfolios regardless of cause.

Laguna College of Art & Design shall determine the recipient of the scholarship for each Finalist High School in its sole discretion, based on its independent review of the applications submitted by eligible students from the corresponding Finalist High School. Laguna College of Art & Design's determination of the scholarship recipients is final and binding in all respects.

In the unlikely event that the list of student participants for a given Finalist High School do not include any high school seniors or, alternatively, if Laguna College of Art & Design determines in its sole discretion that none of the high school seniors on a given Finalist High School's list of student participants would be a suitable/appropriate recipient of a scholarship, Laguna College of Art & Design may refrain from awarding a scholarship for that Finalist High School and Laguna College of Art & Design will have no obligation or liability relative to same. Conversely, Laguna College of Art & Design may decide in its sole discretion to award additional scholarships to other high school seniors from Finalist high schools or non-Finalist high schools.

Each scholarship will consist of \$25,000 (\$6,250 per year for a total of four [4] semesters) for tuition payments in conjunction with recipient's enrollment on a full-time basis for classes towards a Bachelor of Fine Arts degree. Scholarship is not redeemable or exchangeable for cash by recipient. Recipient must enroll at Laguna College of Art & Design for Fall 2018 semester. Should recipient fail to enroll for Fall 2018 semester or cease to be enrolled at Laguna College of Art & Design for any reason, scholarship will terminate and Laguna College of Art & Design shall have no liability or obligation to recipient. (And, should such student wish to continue his/her education at Laguna College of Art & Design, such student shall be solely responsible for tuition and all other costs related to his/her studies at Laguna College of Art & Design.) Full terms and conditions governing scholarship will be provided to recipients upon award.

Scholarships are offered solely by Laguna College of Art & Design (and not by Vans or Genesco Inc.); Laguna College of Art & Design is solely responsible for same. Scholarships are not prizes in the Contest.

VII. CONDITIONS OF PARTICIPATION.

Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) agrees to abide by and be bound by these Official Rules and the decisions of Vans, Laguna College of Art & Design, Genesco Inc., and judges (as applicable), which are final and binding in all respects and not subject to appeal. Authorized

representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) will be required to sign and return an affidavit of eligibility, a liability release and a publicity release (where legal) within time designated in Finalist Prize notification (as per Rule III C), **which may be as short as one (1) day.** Failure to comply with this requirement or if prize notification is returned as undeliverable will result in forfeiture of Finalist Prize (including consideration of high school for possible receipt of Grand Prize in lieu of Finalist **Runner-Up** Prize), as well as availability of scholarship offer from Laguna College of Art & Design to one (1) of high school's students.

In all cases herein, authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) understands and agrees that an electronic affirmation or signature or facsimile signature shall have the same legally binding effect as a hand-signed document. Notwithstanding the foregoing, Vans and/or Genesco Inc. reserve the right to condition prize award upon authorized representative, high school teacher, high school administrator, student (or if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) submitting an actual hand-signed document so as to confirm authenticity of an electronic affirmation or signature or facsimile signature.

Vans reserves the right, at its sole discretion, to disqualify any high school if it finds, in its sole discretion, that persons associated with that high school have been tampering or attempting to tamper with any aspect of the entry, judging process or public voting process, the operation or administration of the Contest or any website related to the Contest.

Authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) releases and agrees to hold harmless Vans, a division of VF Outdoor, LLC, Genesco Inc., Laguna College of Art & Design, Americans for the Arts, and (as applicable) their respective parent companies, affiliates, subsidiaries, promotion/marketing/public relations agencies, prize suppliers (including but not limited to musical guest at Final Event) and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above entities, as well as Facebook and Instagram, from any and all liability associated (directly or indirectly, in whole or in part) with high school's participation in the Contest or any Contest-related activity and receipt, acceptance, possession or use/misuse of prizes or scholarship offers (as applicable). The preceding includes but is not limited to any liability of Vans in conjunction with the posting of or the failure to post a

high school's submission (photos of customized sneakers; statement) and the implementation of the public voting phase of the 2nd round judging of the Contest. By accepting prizes, where permitted by law, authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) grants Vans and its designees (including Genesco Inc.) the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the name, portrait, picture, voice, likeness and biographical information about the high school and/or its students (as applicable) as news or information and for advertising, trade and promotional purposes without additional compensation, and without review, approval or further notice. With regard to the Grand Prize, the preceding expressly includes but is not limited to Sponsor's and/or Genesco Inc.'s recordation of the visit to the campus of Grand Prize-winning high school (including the musical performance element of same).

VIII. LIMITATIONS OF LIABILITY.

Participation is subject to the Privacy Policy of www.vans.com. No responsibility is assumed by Vans for lost, late, incomplete, irregular, damaged, misdirected or illegible entries; or for any computer, telephone, cable, satellite, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, traffic congestion or unauthorized human intervention. Vans is not responsible for any incorrect, incomplete or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to any website. Vans is not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Contest or downloading/uploading materials from/to any website. Should there be any inconsistency between any Contest advertising material and these Official Rules, these Official Rules shall prevail, govern and control in all respects. ***Force Majeure.*** If, for any reason, the Contest (or any part thereof, including but not limited to the public voting phase in the 2nd round judging of the Contest) is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Vans which, in the sole opinion of Vans, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or any part thereof), Vans reserves the right at its sole discretion to cancel, terminate, modify or

suspend the Contest and conduct the judging and select the prize winning high schools for the Finalist Prizes and determine the Grand Prize winner from amongst such Finalist Prize-winning high schools in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Vans in its sole discretion. (In such circumstances, Laguna College of Art & Design will utilize the Finalist prize winning high schools as determined by Vans so as to possibly make scholarship offers as per Section VI above; **and, Genesco Inc. will utilize such Finalist prize winning high schools for purposes of awarding Prizes Presented By Journeys.**)

IX. DISPUTE RESOLUTION/GOVERNING LAW.

To the fullest extent permitted by law, authorized representative (on behalf of him/herself and high school, as well as, to the extent permitted by law, high school teacher(s), and all students involved in creation of entry, and their parents/legal guardians if such students are minors in their jurisdiction of residence) agrees that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Contest shall be filed exclusively in the U.S. District Court for the Central District of California and hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred (if any), but NOT attorneys' fees or damages of any kind (including but not limited to compensatory, punitive, incidental or consequential damages). These Official Rules and this Contest shall be governed by the internal laws of the State of California.

X. NO WAIVER/ENFORCEABILITY.

The failure of Vans to enforce any of its rights as set forth herein shall not constitute a waiver of such rights. In the event that a court of competent jurisdiction determines that a provision of these Official Rules is invalid, illegal or unenforceable, such provision shall be replaced with a substitute provision that most closely approximates the underlying intent of Vans; and, the invalidity/illegality/unenforceability of a single provision shall not affect the validity, legality or enforceability of the remainder of these Official Rules.

XI. WINNERS' LIST.

For the names of winning high schools (requests must be received by June 12, 2018), send a self-addressed, stamped envelope to: Vans Custom Culture Winners, 1588 South Coast Drive, Costa Mesa, CA 92626.or send an e-mail to customculture@vans.com with 2018 WINNING HIGH SCHOOLS in the subject line; e-mail must be received by 5:00:00 p.m. PT on June 12, 2018. Do NOT

send any other communications to this e-mail address. Do not send winners' list request via postal mail and e-mail.

Sponsor: Vans, a division of VF Outdoor, LLC, 1588 South Coast Drive, Costa Mesa, CA 92626.

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