

## 2019 Vans Custom Culture Contest

### NO PURCHASE NECESSARY.

The 2019 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. Void in Puerto Rico and where prohibited by law. Contest is only open to those high schools that register with Vans, a division of VF Outdoor, LLC (with Vans determining whether or not to accept their registration/application, in its sole discretion; such decision is final and binding and not subject to appeal – the decision whether or not to accept an eligible high school’s registration/application is the initial phase of judging, as discussed below). 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. 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 2, 2019 and ends on May 3, 2019. The dates of the various stages comprising the Contest are set forth in the following chart.

Stage of Contest	Start Date	End Date
Registration/ Application Period	January 2, 2019 @ 8:00:01 a.m. PT	January 31, 2019 @ 5:00:00 p.m. PT
Initial Selection of High Schools’ Registrations/ Applications	February 1, 2019	February 8, 2019
Submission Period	March 1, 2019 @8:00:01 a.m. PT	March 29, 2019 @ 5:00:00 p.m. PT
1 <sup>st</sup> Round Judging-	April 8, 2019	April 19, 2019
Public Voting (as part of 2 <sup>nd</sup> Round Judging)	April 22, 2019 @ 8:00:01 a.m. PT	May 3, 2019 @5:00:00 p.m. PT
Finalist Notification	May 6, 2019	May 10, 2019
Finalist Round (Final Event for Grand Prize- winning high school to take place between May 13 & 17)	May 13, 2019	May 17, 2019

## II. TO REGISTER/APPLY.

- (A) **Authorized Representative.** High school must designate an **authorized representative** who (alone) will be responsible for communicating with Vans regarding high school's registration for and participation in Contest (assuming its registration/application is accepted by Vans). 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.
- (B) **Application.** Authorized representative must complete the application, available at [www.vans.com/customculture](http://www.vans.com/customculture) (also referred to herein as the "Vans Custom Culture web site"), with all required information. Required information includes the name, address and Title type (i.e., Title I, II, III, IV, V, or VI) of the high school that is interested in participating in the Contest, whether the high school currently as an art program within its curriculum, as well as the name and e-mail address of the authorized representative. In submitting an application, authorized representative represents and warrants that all information included in the application is true, complete and correct to the best of his/her knowledge and belief; that the high school is allowed to participate in the Contest pursuant to its policies and regulations as well as applicable law, as per Rule VI below (assuming its application is selected by Sponsor); and that he/she has the requisite authority to bind the high school for purposes of this Contest. **In order for application/registration to be complete, authorized representative must check the box on the application indicating that he/she has read, agreed to and fully understands these Official Rules.** As a condition of participation by his/her high school (assuming that its application is selected by Sponsor), 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 also be required by Sponsor, in its sole discretion, to substantiate that (a) he/she is indeed authorized to represent the applicable high school and have such high school possibly participate in the Contest and/or (b) the responses set forth in the application regarding the high school are true and correct. If Sponsor determines in its sole discretion that such proof is inadequate or otherwise unacceptable, or if authorized representative fails to furnish such proof upon Sponsor's request, applicable high school's application will be rejected and it will not be allowed to participate in the Contest; and, Sponsor shall have no liability of any kind in conjunction therewith.
- (C) Limit one (1) application per high school, to be submitted only by authorized representative of high school. Application must be received during the Registration/Application Period (January 2, 2019 at 8:00:01 a.m. PT – January 31, 2019 at 5:00:00 p.m. PT).

Do NOT supplement the application with any materials or information. Proof of submission of application does not constitute proof of Sponsor's receipt of application (or proof of acceptance of application). Vans will acknowledge receipt of application; however, such acknowledgment does not constitute any representation of eligibility for Contest, acceptance of application.

(D) The review of applications/selection of high schools to participate in the Contest will occur between February 1 and February 8, 2019. Sponsor will select approximately five hundred (500) high schools to participate in the Contest, based on the high schools' comparative need for funding of their respective art programs. However, Sponsor disclaims any liability under any legal theory if it should select fewer than or more than (500) high schools to participate in the Contest for any reason.

(E) IF A HIGH SCHOOL'S APPLICATION/REGISTRATION IS ACCEPTED, AUTHORIZED REPRESENTATIVE WILL BE NOTIFIED VIA PHONE/E-MAIL FROM VANS (ACTUAL METHOD OF NOTIFICATION BEING OF VANS' SOLE DISCRETION) BETWEEN FRIDAY, FEBRUARY 8, 2019 & MONDAY, FEBRUARY 11, 2019, TO BE CONFIRMED LATER BY MAIL. IMPORTANT: IF AUTHORIZED REPRESENTATIVE CANNOT BE REACHED BY SPONSOR BETWEEN FEBRUARY 8 – 11, 2019 FOR ANY REASON, AUTHORIZED REPRESENTATIVE'S HIGH SCHOOL APPLICATION WILL BE REJECTED AND SUCH HIGH SCHOOL WILL NOT BE ALLOWED TO PARTICIPATE IN THE CONTEST. (IN SUCH CASE, SPONSOR MAY ALLOW ANOTHER HIGH SCHOOL TO PARTICIPATE IN THE CONTEST IN ITS PLACE, TIME PERMITTING, BUT IS IN NO WAY OBLIGATED TO DO SO.) [Vans will not notify authorized representatives of high schools which are not selected to participate in the Contest.] Vans will furnish each selected 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. (Selection of high school by Vans merely signifies that high school may compete in the Contest; all selected 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 [selected] 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.)

### III. CONTEST PARTICIPATION

(A) **Contest Submission.** A selected high school participates in the Contest by designing/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 (such statement is referred to hereafter as the "impact document"). 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 document. 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 III C below. Limit one (1) Contest submission per high school. Submission should not be named or include any material (other than, perhaps, the impact document) 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.

**(B) Entry Deadline.** Submission must be received in its entirety during Submission Period (March 1, 2019 at 8:00:01 a.m. PT – March 29, 2019 at 5:00:00 p.m. PT) at 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 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. For the avoidance of doubt, authorized representative MUST be the same person who submitted high school's application 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.) 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 VA(i) 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 VB below, only students on this list are eligible to receive a Journeys gift card if the high school is confirmed as the Grand Prize or Finalist Runner-Up Prize 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.

**(C) 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 (E) 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/Impact Documents– Rights.** Photos and Impact Document 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/Impact Documents 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 IMPACT DOCUMENT 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 impact document. 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). Impact document 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. Impact document 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 IMPACT DOCUMENT.

- (iv) **Entry/Application 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 (and the corresponding application, regardless of whether or not it is accepted by Vans) shall be deemed a “Work Made For Hire” under the copyright laws of the United States, the entry/application being specially prepared by the high school (authorized representative, participating teachers and students) for Vans. If the entry/application 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/application to Vans, including but not limited to the copyright and renewal rights in the entry/application, 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/application. 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/application’s status as a “work made for hire” or the foregoing assignment, as applicable.

#### **IV. WINNER DETERMINATION.**

- A. **Overview.** The approximately five-hundred (500) high schools whose applications were accepted by Vans will each submit an entry in the Contest. The top fifty (50) of these submissions will be selected in the 1<sup>st</sup> round judging. The top fifty (50) submissions will advance to the 2<sup>nd</sup> round judging (which includes public voting). The five (5) high schools with the highest scores after the conclusion of the 2<sup>nd</sup> 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. **1<sup>st</sup> Round Judging.** The 1<sup>st</sup> round judging will occur between April 8 and April 12, 2019. From among the approximately five-hundred (500) high schools whose applications were accepted, those high schools whose submissions have one (1) of the top fifty (50) highest scores advance to the 2<sup>nd</sup> round judging and will be announced on [www.vans.com/CustomCulture](http://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 2<sup>nd</sup> 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 impact document 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 1st round 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 impact document 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 impact document element of Submission: how effectively the impact document adheres to the assigned subject of the projected positive impact of \$75,000 donation); Execution (the customized sneakers and impact document as a finished work). For the avoidance of doubt, the basis on which a high school’s application was accepted by Vans will not be taken into account in the 1<sup>st</sup> round judging (or the 2<sup>nd</sup> round judging, as discussed below.) 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 1st round judging.

- C. 2<sup>nd</sup> Round Judging. The 2<sup>nd</sup> round judging consists of (1) public voting (50%) and (2) the submission’s score in the 1<sup>st</sup> round judging (50%, as discussed above). The public voting phase of the 2<sup>nd</sup> round judging will be implemented by Vans and/or a designated third party agency and will take place from April 22, 2019 at 8:00:01 a.m. PT to May 3, 2019 at 5:00:00 p.m. PT. (But, by posting a notice on [www.vans.com](http://www.vans.com), Vans reserves the right to modify the timing/postpone the public voting phase of the 2<sup>nd</sup> 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 2<sup>nd</sup> round judging.† The high schools whose submissions have the five (5) highest cumulative scores (i.e., public vote total plus submission’s score in the 1<sup>st</sup> 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 6, 2019 and Friday, May 10, 2019 (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 impact document, to the extent applicable (see subsection B above) to Sponsor for receipt no later than the designated deadline.

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

**D. Public Voting Regulations.** A registered user may vote only one (1) time in total, with such vote being for only one (1) finalist high school. To register as a user, you must be a legal U.S. resident and 13 years of age or older (if under 18, be sure to obtain your parent/legal guardian's permission PRIOR TO registration.) For the avoidance of doubt, an authorized representative, high school student and/or parent or legal guardian of a high school student **MAY** vote for their finalist high school. Voters will NOT receive any award, benefit or other compensation in conjunction with casting a vote. 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 results of the voting (including but not limited to offering payments, gifts or other consideration in exchange for votes or disparaging submissions as well as *quid pro quo* voting arrangements) is strictly 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. By voting (and, authorized representative by submitting an application for a high school's possible participation in the Contest), you (if a minor in your jurisdiction of residence, your parent/legal guardian) agree to fully cooperate with Vans in a forthright and honest manner in conjunction with any information/materials that Vans may request in investigating any suspected improper activities in conjunction with voting (or the operation of the Contest generally), all without compensation of any kind and subject to confidentiality and/or other reasonable restrictions. 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.

E. Finalist Round. In the Finalist Round to take place May 13 – 17, 2019, 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 1st round 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 1st round judging; 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 Finalist Runner Up prize.) Winning high schools will receive Prizes Presented By Vans AND Prizes Presented By Journeys, as per Rule V 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 VII below. Authorized representatives of Finalist High Schools will be notified via e-mail, phone and/or mail (method[s] of notification to be determined by Sponsor in its sole discretion) as to whether Finalist High School won a Grand Prize or a Finalist Runner-Up Prize.

## V. 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](http://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, in all cases, 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.**

Sponsor reserves the right to condition admission to visit upon an eligible attendee (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) signing a liability release and a publicity release (where legal) and/or furnishing acceptable photo identification; and, should a person be denied admittance to the visit (even if an eligible attendee), Sponsor and Genesco Inc. shall not have any liability under any legal theory. (If required, such liability release publicity release [where legal] will be furnished to authorized representative of Grand Prize-winning high school along with notice of potentially winning Grand Prize.) In addition, eligible attendee (if a minor in his/her jurisdiction of residence, his/her parent or legal guardian) agrees to Sponsor representatives conducting a reasonable search of his/her person and items in his/her possession (e.g., purse or knapsack) as a condition of admission to visit as well as to fully comply with all posted policies as to restricted items; and, if a person acts in an inappropriate manner in conjunction with such search or if he/she is found to have contraband items on him/herself or in his/her possession, such person will be denied admittance to visit, without liability to Sponsor or Genesco Inc. under any legal theory (and, Sponsor/Genesco Inc. reserve the right to take any and all other actions which either party deems appropriate under the circumstances, including alerting the police or other authorities). 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, if applicable, 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 (see, 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  $\Omega$  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 Ms. Kindah Khalidy, a Vans Custom Culture artist), 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](http://www.journeys.com). See Gift Card Terms & Conditions at [www.journeys.com](http://www.journeys.com) for full details regarding Journeys gift cards.

## VI. 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 SELECTING HIGH SCHOOL TO PARTICIPATE IN 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 V 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 except as otherwise expressly specified herein. 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 that applicable law allows the holder to redeem a gift card for its cash value.)

## VII. 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 2019 (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](http://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](http://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 2019 semester. Should recipient fail to enroll for Fall 2019 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.**

#### **VIII. 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 IVC), **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 reserves the right to condition acceptance of application and Contest participation and Vans and/or Genesco Inc. reserve the right to condition prize award, as applicable, 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 Ms. Kindah Khalidy personally) 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 submission of an application for the Contest, 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 2<sup>nd</sup> 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).

#### **IX. LIMITATIONS OF LIABILITY.**

**Participation is subject to the Privacy Policy of [www.vans.com](http://www.vans.com).** No responsibility is assumed by Vans for lost, late, incomplete, irregular, damaged, misdirected or illegible entries or applications; 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 2<sup>nd</sup> 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 VII above; and, Genesco Inc. will utilize such Finalist prize-winning high schools for purposes of awarding Prizes Presented By Journeys.)

#### **X. 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.**

#### **XI. 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.

#### **XII. WINNERS' LIST.**

For the names of winning high schools (requests must be received by June 12, 2019), 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](mailto:customculture@vans.com) with 2019 WINNING HIGH SCHOOLS in the subject line; e-mail must be received by 5:00:00 p.m. PT on June 12, 2019. 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.**

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.**